

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		▶	RATING <b>TBD per Order</b>	PAGE <b>1</b>	OF PAGES <b>85</b>
2. CONTRACT NUMBER		3. SOLICITATION NUMBER <b>SP0500-03-R-0018</b>		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED <b>09 Jan 2003</b>	
6. REQUISITION/PURCHASE NUMBER <b>IDT03006005100</b>		7. ISSUED BY <b>DEFENSE SUPPLY CENTER PHILADELPHIA</b> <b>ATTN: DSCP-PBA, 700 Robbins Avenue</b> <b>Phildelphia, PA 19111</b>		8. ADDRESS OFFER TO (If other than Item 7) <b>Refer to Pages 7 and 8 for Submission of Offer Addressing Information</b>			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

<b>SOLICITATION</b>			
9. Sealed offers in original and <u>0</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>DSCP, Busiess Oppotunities Office, Bldg 36-2</u> <u>12:00</u> <u>PM</u> <u>2003 Feb 10</u>			
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section I, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.			

10. FOR INFORMATION CALL: ▶	A. NAME <b>Ruth Herman</b>	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS <b>Ruth.Herman@dscp.dla.mil</b>
		AREA CODE <b>(215)</b>	NUMBER <b>737-5582</b>	EXT.

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**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days 20 calendar days unless a different period is inserted by the offeror from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT <i>(See Section I, Clause No. 52.232-8)</i>		▶ 10 CALENDAR DAYS %		20 CALENDAR DAYS %		30 CALENDAR DAYS %		CALENDAR DAYS %	
14. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</i>		AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILIT	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or Print)</i>		
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE		18. OFFER DATE
AREA CODE	NUMBER				

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) <input checked="" type="checkbox"/> 41 U.S.C. 253(c)				23. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i> ▶ ITEM	
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER <i>(Type or print)</i> <b>ROBERT M. ZARRILLI / 215-737-5844</b>				27. UNITED STATES OF AMERICA  <i>(Signature of Contracting Officer)</i>	
				28. AWARD DATE	

IMPORTANT - Award will be made on this form, or on Standard Form 26, or by other authorized official written notice.

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<b>CAUTION NOTICES</b>
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**THIS IS AN INDEFINITE DELIVERY / INDEFINITE QUANTITY TYPE SOLICITATION. THE RESULTANT CONTRACT WILL BE A FIRM FIXED PRICE CONTRACT WITH ECONOMIC PRICE ADJUSTMENT (ESCALATION) PROVISIONS, AND WILL CONTAIN PERFORMANCE-BASED METRICS AND AWARD FEE INCENTIVE PARAMETERS.**

**IN ACCORDANCE WITH FAR 11.401(a), PERFORMANCE UNDER THIS CONTRACT WILL INCLUDE A 5-YEAR BASE PERIOD AND THREE (3) 2-YEAR OPTION PERIODS. AT THE DISCRETION OF THE GOVERNMENT AND IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN SECTIONS C (SUPPLIES / SERVICES) G (CONTRACT ADMINISTRATIVE AND PERFORMANCE PLAN) AND M (FAR 52.217-9107, OPTION TO EXTEND THE TERMS OF THE INDEFINITE-DELIVERY CONTRACT) OF THIS SOLICITATION, THE CONTRACT PERIOD MAY BE EXTENDED FOR ADDITIONAL TWO-YEAR PERIODS. THE CONTRACTING OFFICER WILL EXECUTE THE OPTION PERIODS BY MAILING OR OTHERWISE FURNISHING WRITTEN NOTICE TO THE CONTRACTOR AT LEAST 30 DAYS PRIOR TO THE EXPIRATION OF THE CONTRACT OR ANY EXTENSION THEREOF. ANY NSN AWARDED DURING EITHER THE BASE PERIOD OR AN OPTION PERIOD WILL BECOME PART OF THAT PERIOD AND WILL NOT CREATE NEW PERIODS. THE MODIFICATIONS ADDING THE NSNS WILL NOT CREATE SEPARATE OR ADDITIONAL CONTRACT PERIODS.**

This procurement provides for a combination of competitive procedures in accordance with FAR Subpart 6.102(c), and is partially set-aside for small business concerns. The set-aside criteria applicable to the items covered under the scope of this initiative (refer to Section C, Performance-Based Work Statement) is provided for within Section B.1, Market Basket Price Proposal. Offerors are cautioned that for portions of this procurement which have been set-aside for small business concerns, submission of offers from other than small business concerns are permitted, however, evaluation of such offers will only be performed where a minimum of two offers from qualified small business concerns are not received. Award for the specified supplies for that applicable portion of the SMS-RMI requirement will be made on the basis of full and open competition from among all responsible business concerns submitting offers. Specific to offerors who are other than small business concerns are cautioned that proposals which are inclusive of set-aside portions and where such set-aside portions result in receipt of 2 or more offers from qualified small business concerns: (1) such offerors assume ALL risks associated with proposal preparation and evaluation for those set-aside portions, and (2) proposal evaluations will be limited to the non-set-aside portions as contained within their proposal.

In this acquisition, technical factors and sub-factors are considered more important than price. Offerors are required to submit both a technical and business proposal. Section L entitled "Instructions to Offerors" provides instructions for preparing and submitting

proposals. Section M entitled "Evaluation Factors for Award" explains how the proposals will be evaluated.

### **PERIOD OF PERFORMANCE & DELIVERIES:**

The solicitation and award process will be a phased approach, with solicitation of market baskets on a rolling basis. Subject solicitation represents a Demonstration Phase referred to as Phase 0. Award of the Phase 0 market baskets is expected 120 days from this solicitation's issuance date.

### **FUNDING:**

Funds will be cited on individual delivery orders issued against the resultant basic contract(s). The dollar value represented in Block 20 of the SF33 is for administrative purposes only, and is estimated based on approximately 1,038 NSN's over the 5-year base contract period.

### **DAYS:**

Unless otherwise specified in the contract, "days" means calendar days.

### **FOB TERMS, INSPECTION AND ACCEPTANCE**

Pricing of the items contained within the resultant contract is to be on an FOB Destination basis. Inspection and Acceptance terms for the items contained within the resultant contract will be at Source or Destination (also refer to Section E). Inspection is indicated on the spreadsheet at <http://www.dscpl.dla.mil/gi/smsrmi/smsrmi.htm> in columns labeled "Place of Inspection" (PIC) and "Quality Control Code" (QCC). A key to the applicable codes is provided in Enclosure 3 of this solicitation.

### **ADDENDUM TO 52.212-1(J) DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER**

The requirement to provide a DUNS number with the offer applies at all dollar values if the offeror is required to register in the Central Contractor Registration (CCR) Database in accordance with DFARS clause 252.204-7004.

### **ADDENDUM TO 52.212-1(B) SUBMISSION OF OFFERS.**

See Continuation Sheet of Standard Form 1449, on pages 6 and 7, for any specific instructions on how to submit your offer if mailed, hand carried or faxed (when authorized).

- ☒ Faxed offers are NOT authorized for this solicitation.
- ☐ Faxed offers are authorized for this solicitation.

Facsimile offers that fail to furnish required representations, or information, or that reject any of the terms, conditions and provisions of the solicitations, may be excluded from consideration. Facsimile offers must contain the required signatures. The Government

reserves the right to make award solely on the facsimile offer. However, if requested to do so by the Contracting Officer, the apparently successful offeror agrees to promptly submit the complete original signed proposal. The Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile offer.

**ADDENDUM TO 52.212-1(C) PERIOD FOR ACCEPTANCE OF OFFERS.**

☒ Period of acceptance is 120 days.

<b>CONTINUATION OF SF33 – Solicitation/Contract/Order</b>
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**RFP POINTS OF CONTACT:**

Defense Supply Center Philadelphia  
Attn: DSCP-IA  
700 Robbins Avenue  
Philadelphia, PA 19111

-----  
Robert M. Zarrilli  
Contracting Officer  
Phone: 215-737-5844  
Fax: 215-737-7942  
Email: [Robert.Zarrilli@dscp.dla.mil](mailto:Robert.Zarrilli@dscp.dla.mil)

Ruth Herman  
Contract Specialist  
DSCP-IAAD  
Phone: 215-737-5582  
Fax: 215-737-5151 or 8288  
Email: [Ruth.Herman@dscp.dla.mil](mailto:Ruth.Herman@dscp.dla.mil)

Robin Thomas  
Contract Specialist  
Phone: 215-737-3762  
Fax: 215-737-5223  
Email: [paa6758@dscp.dla.mil](mailto:paa6758@dscp.dla.mil)

**SOLICITATION ISSUANCE DATE:**

**January 9, 2003,**

**SOLICITATION CLOSING DATES:**

**Phase 0**

**February 10, 2003, 12:00 PM Est Time**

**Subsequent Phases**

**To an announced and posted via the SMS-RMI  
Web Site at**

**<http://www.dscp.dla.mil/gi/smsrmi/smsrmi.htm>**

**Issued via Amendment of Solicitation.**

**SUBMISSION OF OFFERS:**

Please use the following addresses on the **outside envelope** (including commercial carrier envelopes) to insure accurate delivery of your offer to DSCP Business Opportunities Office (the central bid receipt location).

All offers must be identified with the **Solicitation Number and Opening/Closing Date and Time** on all outside envelopes.

**FOR HANDCARRIED OFFERS** (include commercial carriers):

DEFENSE SUPPLY CENTER PHILADELPHIA  
BUSINESS OPPORTUNITIES OFFICE  
BUILDING 36, SECOND FLOOR  
700 ROBBINS AVENUE  
PHILADELPHIA, PA 19111-5092

SOLICITATION NO. SP0500-03-R-0018  
OPENING/CLOSING DATE & TIME: FEBRUARY 10, 2003, 12:00 P.M. EST

Examples of Handcarried Offers include: In-Person delivery by contractor, or Fed Ex, Airborne, UPS, DHL, Emery, etc.

**FOR MAILED OFFERS**: (Any mail sent through the U.S. Postal Service, including regular mail, certified mail, first class mail and priority mail).

DEFENSE SUPPLY CENTER PHILADELPHIA  
POST OFFICE BOX 56667  
PHILADELPHIA, PA 19111-6667

SOLICITATION NO. SP0500-03-R-0018  
OPENING/CLOSING DATE & TIME: FEBRUARY 10, 2003, 12:00 PM EST.



<b>SECTION B – SUPPLIES/SERVICES</b>
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**B.1. MARKET BASKET PRICE PROPOSAL:**

The items being considered for award under Demonstration Phase (Phase 0) of this solicitation are available at the website: <http://www.dscp.dla.mil/gi/smsrmi/smsrmi.htm>. Offeror's are requested to review the items and provide an offer based on each grouping of items. Government qualifications relative to each group are provided for as follows:

1. In accordance with the Partial Small Business Set-Aside criteria set forth within this solicitation, each group has been qualified as either a Total Small Business Set-Aside (TSB/SA) or as Unrestricted. Offerors are cautioned that for that for those TSB/SA groups where a minimum of two offers from qualified small business concerns are not received, award for the specified supplies will be made on the basis of full and open competition from among all responsible business concerns submitting offers for that group. Additionally, in accordance with FAR Clause 52.219-4 as provided for on page 33, price evaluation preference is applicable for HubZone Small Business Concerns.
2. Award will be issued by market basket on an "ALL or NONE" basis; however, the Government reserves the right to award on less than a complete market basket if conditions warrant. Although groups will be awarded on an all or none basis, offerors are required to submit proposed pricing for each item within an offered group(s) and proposed production leadtimes (PLT) for each item. Item pricing will be proposed as firm fixed price among all economic order quantity (EOQ) levels (1, 2, and 3) as provided for in Enclosure 1.

**Annual Demand Quantity (AD Qty):** The ADQ represents DSCP's best estimate for each item's annual requirements within the 5-year base period.

Proposed pricing will be provided for and submitted to the Contracting Officer using the Excel Spreadsheet as provided for in Enclosure 1 entitled, "Section B – Services/Supplies SMS-RMI."

A Group listing of the Market Baskets is provided for as follows:

GROUP REF #	GROUP NAME	GROUP NONEMCLATURE	SMALL BUSINESS SET-ASIDE CRITERIA
1	3252-11752	Cord & Twine	Set-Aside
2	3252-11753	Rope	Set-Aside
3	3325-10943	Clevis	Unrestricted
4	3334-11732	Filters	Set-Aside
5	3339-12007	Nets & Slings	Unrestricted
6	3339-12502	Targets	Unrestricted

GROUP REF #	GROUP NAME	GROUP NONEMCLATURE	SMALL BUSINESS SET-ASIDE CRITERIA
7	9.125	Springs	Unrestricted
8	9.23A	Class 2 Threaded Fasteners, thread dia 0.375-0.5 in.	Unrestricted
9	9.24A	Class 2 Threaded Fasteners, thread dia 0.5625-0.75 in	Unrestricted
10	9.31A	Class 3 Threaded Fasteners, thread dia <0.25 in.	Unrestricted
11	C1P-TWC	Pipe & Pipe Fittings	Set-Aside
12	R1G1-SDB	Electrical Cables & Harnesses	Set-Aside
13	R1G1.1	Misc Cable Assemblies	Set-Aside
14	R1G1.2	Power Cable Assemblies	Set-Aside
15	R1G1.3	RF Cable Assemblies	Set-Aside
16	R1G1.4	Special Purpose Cables	Set-Aside
17	R1G1.5	Wiring Harnesses	Set-Aside
18	R1G9.1	Reamers	Set-Aside

**NOTE: ITEMS AS CONTAINED IN ENCLOSURE 4 OF THIS RFP ARE DELETED IN THEIR ENTIRETY.**

## **B.2. PERFORMANCE-BASED METRICS & AWARD FEE INCENTIVES:**

Consistent with DLA's Strategic Material Sourcing (SMS) goals, and the SMS-RMI objectives as outlined in Section C, Performance Based Work Statement, of this solicitation, specific performance goals and objectives have been established to achieve production and cost efficiencies that benefit both the DLA and the contractor(s), while minimizing associated risk levels. Enclosure 2 entitled, "Section B – SMS-RMI Performance-Based Scorecard (PBSCard)," provides for two (2) worksheets, wherein Worksheet 1 sets forth applicable performance metrics and standards, required service(s), acceptable quality levels, methods of monitoring, and monetary/non-monetary incentives, and Worksheet 2 sets forth the applicable Contractor Processing Time (CPT) point scales associated with those metrics provided for in Worksheet 1 (refer to Section M.III.B for CPT information). PBSCard metrics will become part of the resultant Contract and Contract Administration Plan for purposes of measuring, monitoring and administering contract performance. Where appropriate, specific terms, conditions and provisions associated with proposed item(s) PLT under Section B.1 may be provided for through discussions.

### **B.3. ECONOMIC PURCHASE QUANTITIES:**

In accordance with FAR Clause 52.207-4, Economic Purchase Quantities – Supplies (Aug 1987), as provided for in Section K044 of this solicitation, offerors who believe significant price breaks at specific quantity points would be economically advantageous to the Government, are encouraged to provide such recommendations as directed therein.

**Offerors are cautioned that proposals, which are submitted or qualified in whole on the sole basis of EPQ Recommendations, and/or which represent an Alternate Proposal, will NOT be considered or evaluated.**

## SECTION C – PERFORMANCE BASED WORK STATEMENT

### C. 1. Introduction

The Defense Logistics Agency (DLA) is the source for approximately four million spare parts required by the military services to ensure the operability of fielded weapons systems. Historically, those parts have been supplied through a combination of in-house manufacturing and outsourcing and have been stocked at DLA depots prior to issuance to the customer. The outsourced parts generally have been acquired in small lots once the service's need has been identified or the DLA depot's reorder point has been reached. In either case, each buy has been handled separately and has required a complete acquisition and production cycle, resulting in time frames currently averaging nine months for delivery of required parts.

The spare parts required by the DLA range from high volume, predictable use items to low volume and sporadic need items. While the DLA continues to look at mathematical and modeling techniques that would enable better demand forecasting, the nature of the spare parts program, in general, makes the timing and quantity of demand unpredictable.

### C.2. Scope

Strategic Material Sourcing (SMS) is a DLA plan to meet corporate objectives; a subset of this is this Rapid Manufacturing Initiative (RMI), which is the rapid delivery of approximately 40,000 spare parts that must be manufactured to order. Under this initiative, rapid delivery is necessary for the DLA to reduce the amount of inventory held by DLA depots and to provide spare parts on a "just-in-time" basis to its customers.

This proposed contracting effort covers group(s) of items determined by DLA to have similar material, process, or other sourcing characteristics. This initiative will be executed through multiple phases where each phase will consist of various market baskets. Specific information associated with each phase and its respective market baskets will be available at <http://www.dscpl.dla.mil/gi/smsrmi/smsrmi.htm> prior to and upon issuance of the solicitation and future amendments. Each group contains high and low demand items to capitalize the Defense Logistic Agencies (DLA's) buying requirements and optimize contractor's capabilities.

Although groups are awarded as a whole, each item in each group will have an individual firm fixed price and established delivery times. Quantity price breaks and/or volume discounts may be offered on an item-by-item or a group basis. Offerors are encouraged to offer volume discounts on a group basis.

Contractors will be required to address their capability for surge (ramp up quickly to meet increased wartime quantity/ early delivery requirements) and sustainment (maintain increased quantity and/or shorter delivery schedule). There may also be reviews of this capability based on a validation of the contractor's methodology for attaining surge and sustainment performance levels.

### **C.3. Goals & Objectives**

The purpose of this initiative is to develop a corporate long-term contract for a selective group of items managed by DLA Inventory Control Points (ICP's): Defense Supply Center Columbus (DSCC), Defense Supply Center Philadelphia (DSCP) and Defense Supply Center Richmond (DSCR). The program is expected to achieve the following objectives:

- ~~✍~~Administrative and production lead-time reductions for a variety of long lead-time and competitive Class IX (repair parts) NSN's,
- ~~✍~~Inventory level reductions with near-time delivery, and cost reductions across the supply chain, and
- ~~✍~~Increased production process and scheduling efficiencies.

The program will require contractors to manufacture on a demand basis, as opposed to providing items from contractor inventory. As such, the contractor is expected to have an inventory of materials, or ready access to materials, in order to rapidly manufacture items that are ordered. The Contractor will be provided with DLA's estimated annual demand as a basis for having the appropriate materials available for production.

#### **SPECIAL NOTICE - YEAR 2000 COMPLIANCE (OCT 1998)**

Solicitations and contracts for items that contain embedded microchips with a clock mechanism, timing device or control device that is required to process date/time information after December 31, 1999, including commercial items acquisitions processed under FAR Part 12. Note: Consult with technical if confirmation is needed as to whether or not an item meets the above requirement.

<b>SECTION D – PACKAGING &amp; MARKING</b>
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Standard commercial packaging in accordance with ASTM D3951 and/or MIL-STD-2073-1C Method 10 is acceptable for most items in this procurement. Exceptions will be made on a case-by-case basis to incorporate military specific packaging requirements. Quantity unit pack (QUP) shall be in accordance with the QUP listed on the solicitation. DOD bar code marking is required IAW MIL-STD-129 (latest revision) marking and bar coding in accordance with AIM BC1. Exceptions to standard commercial packaging will be negotiated on a pre-award and/or post-award basis as conditions warrant.

**TREATMENT OF NON-MANUFACTURED WOOD PALLETS AND CONTAINERS  
(OCT 2001)**

All wooden pallets and wood containers (being utilized in the packaging and shipment of items being furnished to the Government) produced entirely or in part of non-manufactured softwood species shall be constructed from Heat Treated (HT to 56 degrees Centigrade for 30 minutes) coniferous material and certified accordingly by an accredited agency recognized by the American Lumber Standards Committee (ALSC) in accordance with Non-Manufactured Wood Packing Policy and Non-Manufactured Wood Packing Enforcement Regulations both dated May 30, 2001. All wooden pallets and containers produced entirely of non-manufactured hardwood species shall be identified by a permanent marking of “NC”, 1.25 inches or greater in height, accompanied by the CAGE code of the contracted manufacturer and the month and year of the contract. On pallets, the marking shall be applied to the stringer or block on opposite sides and ends of the pallet and be contrasting and clearly visible. On containers, the marking shall be applied on a side other than the top or bottom, contrasting and clearly visible.

<b>SECTION E – INSPECTION &amp; ACCEPTANCE (I&amp;A)</b>
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**E.1. GENERAL I&A REQUIREMENTS:**

Inspection and acceptance requirements are established on an NSN-by-NSN basis. The column labeled QCC on the cluster spreadsheet provided at:

<http://www.dscp.dla.mil/gi/smsrmi/smsrmi.htm> indicates place of inspection.

Enclosure 3 provides a key to the applicable PIC and QCC codes.

**E.2. SOURCE INSPECTION REQUIREMENTS:**

**THE FOLLOWING APPLIES TO SOURCE INSPECTED ITEMS:**

**E001 52.246-9I06 DISTRIBUTION OF MATERIAL INSPECTION AND RECEIVING REPORT (MAY 2000) DSCP**

Distribution of Material Inspection and Receiving Reports (DD Form 250) shall be as follows:

The Purchasing Office copy shall be marked to the attention of Ms. Ruth Herman, DSCP-IAAD, phone (215) 737-5582, and the DLA Inventory Manager copy shall be marked DSCP- IA; for FMS requirements, an additional copy shall be marked DSCP-IAD. These copies shall be forwarded to:

Defense Supply Center Philadelphia  
General & Industrial Commodity Directorate  
700 Robbins Avenue  
Philadelphia, PA 19111-5096

If this purchase is for Foreign Military Sales (FMS), eight (8) copies of the DD Form 250 are required for the FMS Representative. These copies shall be mailed to the address specified on the DISC Form 700, which is located in Section B of this document.

In accordance with DFARS Appendix F, a copy of the DD Form 250 must be included with each additional package of a multi-package shipment.

**E010 52.246-2 INSPECTION OF SUPPLIES – FIXED PRICE (AUG 1996)(I)**

### **E.3. DESTINATION INSPECTION REQUIREMENTS**

#### **THE FOLLOWING APPLIES TO DESTINATION INSPECTED ITEMS:**

##### **E011 52.246-9I04 DESTINATION INSPECTION AND ACCEPTANCE (JAN 1989)**

Inspection and acceptance will be at destination. Until delivery and acceptance, and after any rejections, risk of loss will be on the Contractor unless loss results from negligence of the United States Government. Notwithstanding the requirements for any Government inspection and test contained in specifications applicable to this contract, except where specialized inspections or tests are specified for performance solely by the Government, the Contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the drawings, specifications and contract requirements listed herein, including, if applicable, the technical requirements for the manufacturers' part numbers specified herein.



<b>SECTION F – DELIVERIES OR PERFORMANCE</b>
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**F.1. DELIVERABLES:**

The basic SMS-RMI contract(s) will be awarded and administered by DSCP. Individual delivery orders will be administered by the issuing ICP. Each order will specify quantity, price, technical and delivery requirements. Orders will normally be assigned for shipment to DLA depots. However, they may also be assigned for direct shipment to DLA's customers. Contract delivery orders requiring direct customer shipments may be subject to negotiation prior to issuance. All shipments are expected to be within the Continental United States.

Although orders under this contract are for delivery to DLA stock, in the event of urgent demands requiring direct delivery within a specified lead-time, DLA will ask for expedited delivery. In the event that the contractor cannot provide expedited delivery, DLA reserves the right to consider alternate sources to satisfy that urgent demand.

DLA reserves the right to make multiple awards under the solicitation, however only one award is expected per item or group. The Contractor shall ship ordered items on or before the required contract delivery date as cited on each delivery order.

**F.2. – CLAUSES:**

**F001      52.211-16      VARIATION IN QUANTITY (APR 1984)**

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in the manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

**INCREASE 5%      DECREASE 0%**

**F002      52.247-9I03      CONSIGNMENT & ADDRESSING INSTRUCTIONS  
(JUL 1998) DSCP**

**F012      52.211-9I07      ACCELERATED DELIVERY (SEP 1990) DSCP**

Unless the contract provides otherwise, at no adjustment in the contract price, the Contractor is authorized to exceed the rate of delivery specified, or to complete performance of this contract prior to the time(s) set forth in the Schedule. Further, unless the Contractor and the Contracting Officer have mutually agreed otherwise, and the contract has been appropriately modified in writing, no accelerated delivery shall obligate the Government to perform any of its obligations under the contract at a date earlier than

that which is set forth in the Schedule merely to assist the Contractor in making deliveries, or in completing performance of the contract, on an accelerated basis.

**F018 52.216-19 Order Limitations. (Oct 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **(\* Refer to Minimum Order Threshold Table below)** the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor --

(1) Any order for a single item in excess of **150% of the estimated AFD group quantity**;

(2) Any order for a combination of items in excess of **150% of the estimated AFD group quantity**; or

(3) A series of orders from the same ordering office within 90 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(\*) Minimum Order Thresholds:

Estimated Group Dollar Value	Minimum Order
= \$100,000.00	20% of the Estimated AFD Group Dollar Value
= \$250,000.00	15% of the Estimated AFD Group Dollar Value
> \$250,000.00	10% of the Estimated AFD Group Dollar Value

**F026 52.211-9I17 TIME OF DELIVERY (JUN 1980) DSCP**

Material ordered under the terms of this contract shall be delivered within (to be specified in each order) days after the date of the order. Notwithstanding any other provisions/clauses of this contract, no deliveries shall be made prior to issuance of delivery order (DD Form 1155).

<b>SECTION G – CONTRACT ADMINISTRATION</b>
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**G.1. – ORDERING OFFICES & ADMINISTRATION:**

DLA Inventory Control Points (ICPs) listed below may issue delivery orders against the resultant basic contract. The Defense Supply Center Philadelphia will administer the basic contract, however, each ICP will issue and administer its own delivery orders. Contract administration functions to be performed by the cognizant DCMA will be provided for under the terms, conditions and provisions to be outlined and finalized under the terms of the basic contract and Section G.2.

Defense Supply Center Richmond, VA	SP0410
Defense Supply Center Philadelphia	SP0500
Defense Supply Center Columbus, OH	SP0700 & SP0900

**G.2. – CONTRACT ADMINISTRATION PLAN**

Upon contract issuance, a Contract Administration Plan (CAP) will be developed and incorporated into the basic contract provisions. The CAP will provide for specifics relative to administration of contractor performance-based metrics as provided for in the PBSCard, and other applicable contract terms; which may be determined to be specific to individual groups, subject to prospective discussions and agreement, and/or pertinent to SMS-RMI program goals and objectives.

<b>SECTION I – CONTRACT CLAUSES:</b>
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**I.1. - CONTRACT PROVISIONS:**

**A001 DSCP 52.214-9I01 SOLICITATION/CONTRACT FORM (JUL 1998)**

- (a) The provisions and clauses listed herein apply to this solicitation/contract.
- (b) Some of the provisions and clauses are printed in full; others are included by reference to
  - (1) the Federal Acquisition Regulation (FAR),
  - (2) the Department of Defense (DoD) FAR SUPPLEMENT (variously referred to in this solicitation/contract as "DFARS," or DOD FAR SUPP"), or
  - (3) the Master Solicitation Document. The provisions and clauses included by reference are identified by clause number, title, date, and regulation paragraph number. The Master Solicitation Document is available from the Defense Industrial Supply Center worldwide web site at: <http://www.disc.dla.mil/ipu/acquisition/policy/index.html>, and the FAR and/or DoD FAR Supplement may be purchased from the Superintendent of Documents, Government Printing Office, Washington, DC 20402 or accessed online via the World Wide Web (e.g., <http://farsite.hill.af.mil> , <http://www.acq.osd.mil/dp/dars> or <http://www.deskbook.osd.mil>). Each of the provisions and clauses incorporated by reference shall have the same force and effect as if set forth in full.
- (c) Whenever a portion of a referenced provision or clause is reproduced to introduce or appropriately identify fill-in portion(s) of the provision or clause, this shall not be construed as varying the meaning of the entire provision or clause as it appears in the referenced document.
- (d) Any provisions or clauses which permit or require insertion of information by the offeror are identified by an asterisk (\*) and ==>.
- (e) Offerors are cautioned that the furnishing of additional information not requested, as well as failure to complete required insertions, may render the offer unacceptable. Bidders submitting their own letterhead with the bid package are cautioned that any conditions appearing on the letterhead which conflict with the terms and conditions of the Invitation for Bid may result in rejection of the bid as nonresponsive.

**I001      52.214-9I12    GENERAL PROVISIONS/CLAUSES (AUG 2002) DSCP**

The FAR and DFARS provisions and clauses listed below by paragraph number, clause title, and date are incorporated herein by reference with the same force and effect as if set forth in full.

(a) Except as specified, the provisions/clauses in this paragraph apply to all solicitations, contracts and orders other than for commercial items.

<b>FAR PARA #</b>	<b>PROVISION/CLAUSE TITLE AND DATE</b>
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)
52.211-2	Availability of Specifications Listed in the DoD Index of Specifications and Standards (DODISS) and Descriptions Listed in the Acquisition Management System and Data Requirements Control List, DoD 5010.12L (DEC 1999)
52.211-5	Material Requirements (AUG 2000)
52.211-15	Defense Priority and Allocation Requirements (SEP 1990) <i>(Applicable to all rated contracts/orders.)</i>
52.211-16	Variation in Quantity (APR 1984) <i>(See Schedule for applicability and allowable variation.)</i>
52.211-17	Delivery of Excess Quantities (SEP 1989)
52.222-3	Convict Labor (AUG 1996) <i>(Applicable to acquisitions which exceed the Micro-Purchase Threshold unless exempt under FAR 22.202.)</i>
52.222-20	Walsh-Healey Public Contracts Act (DEC 1996) <i>(Applicable to solicitations which exceed \$10,000 and performance is within the United States, Puerto Rico or the Virgin Islands.)</i>
52.222-21	Prohibition on Segregated Facilities (FEB 1999)

- 52.222-26 Equal Opportunity (APR 2002)  
(Applicable to individual contracts/orders which exceed \$10,000 or if the aggregate value of all contracts or subcontracts in any 12 month period exceeds \$10,000 unless exempt under FAR 22.807.)
- 52.222-29 Notification of Visa Denial (FEB 1999)  
(Applicable when FAR 52.222-26 applies and the Contractor is required to perform in or on behalf of a foreign government.)
- 52.222-35 Affirmative Action for Disabled and Vietnam Era Veterans (APR 1998)  
*(Applicable to contracts/orders which exceed \$10,000.)*
- 52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)  
(Applicable to contracts/orders which exceed \$2,500 unless exempt under FAR 22.1408.)
- 52.222-37 Employment Reports on Special Disabled veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001)  
*(Applicable to solicitations and contracts containing FAR 52.222-35)*
- 52.225-3 Buy American Act - North American Free Trade Agreement - Balance of Payments Program (FEB 2000)  
*(Applicable to solicitations and contracts unless exempt under FAR 25.109 (e).)*
- 52.225-13 Restrictions on Certain Foreign Purchases (JUL 2000)
- 52.225-14 Inconsistency Between English Version and Translation of Contract (FEB 2000)
- 52.232-8 Discount for Prompt Payment (MAY 1997)
- 52.232-11 Extras (APR 1984)
- 52.232-18 Availability of Funds (APR 1984)
- 52.232-23 Assignment of Claims (JAN 1986)  
(Applicable to acquisitions exceeding the Micro- Purchase

Threshold.) (Not applicable to Purchase Orders until acceptance occurs as a result of performance as described in FAR 13.004.)

- 52.232-25      Prompt Payment (FEB 2002)  
(Applicable to all contracts/orders except those containing FAR clause 52.212-4 Contract Terms and Conditions - Commercial Items.)
- 52.233-1      Disputes (JUL 2002) (Applicable unless the conditions in FAR 33.203 are met.)
- 52.233-3      Protest After Award (AUG 1996)
- 52.242-12      Report of Shipment (REPSHIP) (JUL 1995) (Applicable to contracts/orders with carload or truckload shipments.)
- 52.242-17      Government Delay of Work (APR 1984)
- 52.243-1      Changes - Fixed-Price (AUG 1987)  
(Not applicable to Purchase Orders until acceptance occurs as a result of performance as described in FAR 13.004.)
- 52.246-16      Responsibility for Supplies (APR 1984)
- 52.247-34      FOB DESTINATION (NOV 1991)
- 52.249-1      Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984) (Applicable to Purchase Orders which do not exceed \$100,000.)  
*(Not applicable to Purchase Orders until acceptance occurs as a result of performance as described in FAR 13.1004.)*
- 52.249-8      Default (Fixed-Price Supply and Service) (APR 1984)
- 52.252-6      Authorized Deviations in Clauses (APR 1984)
- 52.253-1      Computer Generated Forms (JAN 1991)

<b>DFARS PARA #</b>	<b>PROVISION/CLAUSE TITLE AND DATE</b>
252.204-7003	Control of Government Personnel Work Product (APR 1992)
252.204-7004	Required Central Contractor Registration (MAR 2000)
252.246-7000	Material Inspection and Receiving Report (DEC 1991) (Applicable to contracts/orders for Foreign Military Sales or which require source inspection.)

(b) Except as specified, the provisions/clauses in this paragraph apply to all solicitations and contracts in excess of the Simplified Acquisition Threshold (SAT) other than commercial items.

<b>FAR PARA #</b>	<b>PROVISION/CLAUSE TITLE AND DATE</b>
52.202-1	Definitions (DEC 2001)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1995)
52.203-7	Anti-Kickback Procedures (JUL 1995)
52.203-8	Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-11	Certification and Disclosure Regarding Transaction to Influence Certain Federal Transactions (APR 1991)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JUN 1997)
52.204-4	Printing/Copying Double-Sided on Recycled Paper (AUG 2000)



- 52.214-34 Submission of Offers in the English Language (APR 1991)
- 52.214-35 Submission of Offers in US Currency (APR 1991)
- 52.215-2 Audit and Records - Negotiation (JUN 1999)
- 52.219-8 Utilization of Small Business Concerns (OCT 2000)  
(This clause does not apply if both complete performance and delivery are to be outside of any state, territory, or possession of the United States, the District of Columbia, and the Commonwealth of Puerto Rico).
- 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation (SEP 2000)  
(Applicable unless exempt under FAR 22.305.)
- 52.227-1 Authorization and Consent (JUL 1995)  
(This clause is not applicable if both complete performance and delivery are outside the U.S., its possessions, or Puerto Rico.)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)  
(This is not applicable if both complete performance and delivery are outside the United States, its possessions, or Puerto Rico.)
- 52.227-3 Patent Indemnity (APR 1984)
- 52.229-3 Federal, State, and Local Taxes (JAN 1991)  
(Applicable to contracts that are performed in whole or in part in the US, its possessions, or Puerto Rico, unless FAR 52.229-4 is included elsewhere in the contract.)
- 52.229-5 Taxes - Contracts Performed in U.S. Possessions or Puerto Rico (APR 1984)  
(Applicable to contracts performed in whole or in part in the United States, its possessions, or Puerto Rico.)
- 52.229-6 Taxes - Foreign Fixed-Price Contracts (JAN 1991)  
(Applicable to contracts with other than a foreign government, and

are performed wholly or partly in a foreign country.)

52.232-1	Payments (APR 1984)
52.232-9	Limitation on Withholding of Payments (APR 1984)
52.232-17	Interest (JUN 1996) (Applicable unless exempt under FAR 31.617)
52.233-3	Protest after Award (AUG 1996)
52.242-13	Bankruptcy (JUL 1995)
52.247-48	F.O.B. Destination - Evidence of Shipment (FEB 1999)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (SEP 1996)

**DFARS  
PARA #**

**PROVISION/CLAUSE TITLE AND DATE**

252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense- Contract-Related Felonies (MAR 1999)
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country (MAR 1998)
252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (MAR 1998)
252.225-7002	Qualifying Country Sources as Subcontractors (DEC 1991)
252.225-7031	Secondary Arab Boycott of Israel (JUN 1992)
252.231-7000	Supplemental Cost Principles (DEC 1991)
252.243-7001	Pricing of Contract Modifications (DEC 1991)

(c) Omitted as does not apply

(d) Except as specified, the provisions/clauses in this paragraph apply to all Request for Proposals (RFPs) except those for commercial items.

<b>FAR PARA #</b>	<b>PROVISION/CLAUSE TITLE AND DATE</b>
52.215-1	Instructions to Offerors - Competitive Acquisitions (MAY 2001)
52.215-5	Facsimile Proposals (OCT 1997)
52.215-6	Place of Performance (OCT 1997) (See DSCP clause K015 for Offeror fill-in)
52.215-8	Order of Precedence - Uniform Contract Format (OCT 1997)

**I005 52.211-9002 PRIORITY RATING (MAR 2000) - DLAD**

This contract is assigned a priority rating under the Defense Priorities and Allocations System (DPAS) regulations (15 CFR 700) which requires contractors to utilize *the* assigned rating in obtaining the products, materials, and supplies needed to fill their contracts. In the event the contractor is unable to obtain the necessary products, materials, and supplies to complete the contract, the contractor shall immediately advise *the Defense Contract management Agency* DCMA or the appropriate DSC *DPAS* officer through the *cognizant Administrative Contracting Officer* or *Procuring* Contracting officer. The *DPAS* officer or the *DCMA plant representative* will provide necessary assistance or provide the necessary instructions to complete DoC ITA Form 999, Request for Special Priorities Assistance. This form will be processed through appropriate channels to the **DoC who will review** and take action to make the needed supplies available to the applicant *when deemed appropriate*.

**I006 52.230-9I04 COST OR PRICING DATA AND CERTIFICATE OF CURRENT  
COST OR PRICING DATA AND ADDITIONAL REQUIRED  
CLAUSES TO BE INCLUDED IN THE AWARDED CONTRACT  
(JUL 1998) DSCP**

(a) Prior to the award of a contract resulting from this solicitation, the Offeror shall furnish, if required by the Contracting Officer, in accordance with the provisions of paragraph 15.403-4 of the Federal Acquisition Regulation (FAR), cost or pricing data in accordance with Table 15-2 of the FAR and the certificate of current cost or pricing data as set forth in FAR 15.406-2.

(b) If cost and pricing data and the certificate of current cost or pricing data is required prior to award, the award/contract shall include the following clauses as they appear in the FAR/DFARS under the citation and as identified below:

(1) Clause appearing under FAR 52.215-10 entitled, "Price Reduction for Defective Cost or Pricing Data."

(2) Clause appearing under FAR 52.215-12 entitled, "Subcontractor Cost or Pricing Data."

(3) Clause appearing under FAR 52.215-16 entitled, "Facilities Capital Cost of Money."

(4) Clause appearing under FAR 52.215-17 entitled, "Waiver of Facilities Capital Cost of Money."

(5) Clause appearing under DFARS 252.215-7000 entitled, "Cost Estimating System Requirements."

(Note: if the award (or total estimated award) does not exceed \$500,000, the clauses will reflect an appropriate reduction in the dollar amounts included therein to an amount not exceeding the dollar amount (or estimated dollar amount) of the award).

(c) If cost or pricing data and the certificate of current cost or pricing data is not required by the Contracting Officer prior to award and the award exceeds (or is estimated to exceed) \$500,000 the award/contract shall include the following clauses:

(1) Clause appearing under FAR 52.215-11 entitled, "Price Reduction for Defective Cost or Pricing Data- Modifications."

(2) Clause appearing under FAR 52.215-13 entitled, "Subcontractor Cost or Pricing Data-Modifications."

**I008 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE  
(MAY 2001)**

**I036 52.249-9000 ADMINISTRATIVE COSTS OF REPROCUREMENT AFTER  
DEFAULT (MAY 1988) - DLAD**

If this contract is terminated in whole or in part for default pursuant to the clause included herein entitled "Default," and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, as provided in paragraph (b) of the "Default" clause of the contract, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of \$900 as payment in full for the administrative costs of

such repurchase. ***This assessment of damages for administrative costs shall*** apply for any termination for default following which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.

**I040 52.223-6 DRUG FREE WORKPLACE (JAN 1997)**

**I043 52.217-9I07 OPTION TO EXTEND THE TERM OF A INDEFINITE-  
DELIVERY CONTRACT (JUL 1999) DSCP**

This solicitation includes an "Option to Extend The Term Of A Indefinite-Delivery Contract." Bidder/Offeror will indicate acceptance of this provision by either checking the following block, by annotating the option price(s) in paragraph c below, or by indicating elsewhere in the offer that the option is a part of the offer.

[ ] By checking this block, positive acceptance of this provision is hereby acknowledged.

**NOTE: FAILURE EITHER TO CHECK THIS BLOCK, OR TO ANNOTATE OPTION PRICES IN PARAGRAPH C BELOW, OR TO INDICATE ELSEWHERE IN THE OFFER THAT THE OPTION IS PART OF THE OFFER, WILL RENDER SAID BID/OFFER NONRESPONSIVE. HOWEVER, IF THIS IS A NEGOTIATED ACQUISITION THE TERM NONRESPONSIVE WILL BE DEEMED TO MEAN THAT THE OFFER WILL BE REJECTED IF THE GOVERNMENT ELECTS TO MAKE AN AWARD WITHOUT DISCUSSION.**

(a) The Government may extend the term of this contract in increments of one year by written notice to the Contractor at least 60 days before the contract expires.

(b) If the Government exercises this option, orders as specified in Clause I128 of this solicitation may be issued through a date equating to exactly one calendar year from the previous expiration date of the contract.

(c) Offerors may quote varying prices for the option periods specified below.

Unless a different option price is indicated by the bidder/offeror below, the option price for the initial term of the contract for the item(s) or sub-item(s) involved shall apply.

ITEM NO	<u>OPTION PERIOD</u> (Option Period 1) (Option Period 2) (Option Period 3)	OPTION PRICE
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(d) The total duration of this contract, including the exercise of this option(s) under this clause, shall not exceed eleven (11) years.

(e) If the Government exercises this option(s), the extended contract shall be considered to include this option provision.

<b>I048 252.225-7010</b>	<b>DUTY-FREE ENTRY - ADDITIONAL PROVISIONS (AUG 2000)</b>
<b>I052 252.225-7001</b>	<b>BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (MAR 1998)</b>
<b>I055 52.219-9</b>	<b>SMALL BUSINESS SUBCONTRACTING PLAN. (JAN 2002)</b>
<b>I060 52.225-8</b>	<b>DUTY-FREE ENTRY (FEB 2000)</b>
<b>I065 52.248-1</b>	<b>VALUE ENGINEERING (FEB 2000)</b>
<b>I066 52.246-23</b>	<b>LIMITATION OF LIABILITY (FEB 1997)</b>
<b>I076 52.219-7</b>	<b>NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE (JUL 1996)</b>
<b>I091 252.209-7000</b>	<b>ACQUISITIONS FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE- RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)</b>
<b>I097_0 252.225-7014</b>	<b>PREFERENCE FOR DOMESTIC SPECIALTY METALS (MAR 1998)</b>
<b>I097_1 252.225-7014</b>	<b>PREFERENCE FOR DOMESTIC SPECIALTY METALS (MAR 1998) ALTERNATE I (MAR 1998)</b>
<b>I103 252.215-7000</b>	<b>PRICING ADJUSTMENTS (DEC 1991)</b>
<b>I104 52.219-16</b>	<b>LIQUIDATED DAMAGES - SMALL BUSINESS SUBCONTRACTING PLAN (JAN 1999)</b>
<b>I107_A 52.215-14</b>	<b>INTEGRITY OF UNIT PRICES (OCT 1997)</b>
<b>I110_0 252.247-7023</b>	<b>TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)</b>
<b>I112 252.203-7002</b>	<b>DISPLAY OF DOD HOTLINE POSTER (DEC 1991)</b>
<b>I113 52.219-14</b>	<b>LIMITATIONS ON SUBCONTRACTING (DEC 1996)</b>
<b>I117 252.205-7000</b>	<b>PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)</b>

**I118 252.225-7026      REPORTING OF CONTRACT PERFORMANCE OUTSIDE  
THE UNITED STATES (MAR 1998)**

**I122 252.223-7004      DRUG-FREE WORK FORCE (SEP 1988)**

**I128 52.216-18      ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of contract award through the completion date of the effective 5-year base contract period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**I129 52.216-9I21      ORDERING - SPECIAL PROVISION (OCT 1986) DSCP**

(a) The Government shall not be required to order under this contract any quantity of an item of supply designated by a National Stock Number, of which the Contractor has failed to make timely delivery on:

(1) a previous order issued under this contract, or

(2) on a contract or order separate and apart from this contract, unless the Contracting Officer determines that the failure to make timely delivery under the previous delivery order, or other contract or order, was due to causes beyond the control and without the fault or negligence of the Contractor within the meaning of the clause entitled "Default. "

(b) The Government may exercise its right under this clause until such time as the Contractor cures its late delivery status with respect to the item of supply, or until the delivery order, contract or order separate from this contract is terminated or otherwise placed in a current or timely status. This provision shall not be construed as a waiver by the Government of its right of termination by default or any other of its rights contained in the contract.

**I130 52.252-2      CLAUSES INCORPORATED BY REFERENCE (JAN 2000)**

**I132 52.226-1      UTILIZATION OF INDIAN ORGANIZATIONS AND  
INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)**

**I139 52.209-9I14 NONISSUANCE OF DELIVERY ORDERS UNDER  
INDEFINITE DELIVERY TYPE CONTRACTS WHEN  
CONTRACTOR IS EITHER SUSPENDED OR DEBARRED  
(SEP 1992) DSCP**

(a) If the Contractor is suspended or debarred or proposed for debarment after the date of this contract, the Government shall not be required to order any supplies hereunder from the date of such suspension, debarment or proposed debarment until the date that the suspension or debarment is terminated or the proposed debarment action is discontinued. In such instance, the Government may purchase its requirements for the supplies covered by this contract in the open market in accordance with applicable law and regulations.

(b) Notwithstanding the provisions of the above paragraph (a), unless advised otherwise in writing by the Contracting Officer, the Contractor shall remain obligated to perform all orders issued prior to the date of the suspension, debarment or proposed debarment. In the event that the Contractor receives an order under this Contract subsequent to the date of such suspension, debarment or notice of proposed debarment, the Contractor shall confirm with the Contracting Officer that the Contractor's performance is required and that the order was not issued in error.

(c) The provisions of this clause are in addition to, and do not limit, any rights which the Government might have under any other provisions of the contract, or by law or regulation.

**I147 52.232-9I10 SUBMISSION OF INVOICE BY ELECTRONIC METHODS  
(SEP 1999) DSCP**

(a) Invoices for payment under this contract may be transmitted by either Electronic Data Interchange (EDI) in accordance with the clause entitled, "Electronic Data Interchange," set forth elsewhere herein or through the Defense Finance and Accounting Service (DFAS) Web Invoicing System (WInS) at <http://ecweb.dfas.mil>. Electronic invoicing shall be mandatory on all invoices submitted after September 30, 2000.

(b) Payment for delivered supplies shall be governed by FAR 52.213-1, "Fast Payment Procedures," or FAR 52.232-25, "Prompt Payment," as specified in the contract. Further, invoices submitted through EDI shall be in strict accordance with Section 810, Commercial Invoices, of the Department of Defense (DoD) X12 Transaction Implementation Guideline. This Guideline may be obtained online from the Joint Electronic Commerce Program Office at <http://www.acq.osd.mil/ec>, or call (800) 334-3414.

(c) The Government's entitlement to any discount under this contract shall be governed by FAR 52.232-8, "Discounts for Prompt Payment," incorporated elsewhere herein.

(d) At any time "on-line capability" has been interrupted, manual invoicing will be permitted, but only for the time reasonably necessary to correct the elements which have caused the interruption. In such instances, manual invoices shall be prepared in accordance



with the appropriate FAR clause referenced in paragraph (b) above, and shall be submitted to:

DFAS - Columbus Center  
ATTN: DFAS-CO-SE  
P.O. Box 182317  
Columbus, OH 43218-6238

**I149 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **To be Determined.**

**I169 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS  
AND COMMERCIAL COMPONENTS (MAY 2002)**

**I171 52.233-9000 AGENCY PROTESTS (SEP 1999) DLAD**

**I176 52.219-9002 DLA MENTORING BUSINESS AGREEMENTS  
(MBA)PROGRAM (DEC 1997) DLAD**

**52.219-9003 DLA MENTORING BUSINESS AGREEMENTS (MBA)  
PERFORMANCE (DEC 1997) DLAD**

**I184 52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS,  
VETERANS OF THE VIETNAM ERA AND OTHER  
ELIGIBLE VETERANS (DEC 2001) FAR**

- I194 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER  
CENTRAL CONTRACTOR REGISTRATION (MAY 1999)  
FAR**
- I202 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR  
HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)FAR**
- I204 52.232-37 MULTIPLE PAYMENT ARRANGEMENT (MAY 1999) FAR**
- I214 52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE  
DISPUTE RESOLUTION (JUN 2001) DLAD**

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here [    ]. Alternate wording may be negotiated with the contracting officer.

#### **DSCP - ADR/Mediation Escalation Agreement (Sept 2002)**

If any issue or disagreement should arise between the parties to this Agreement, the parties shall use reasonable efforts to settle the matter in accordance with the terms of the escalation procedure set forth herein.

Issues or disagreements that are identified by either party shall first be discussed among those representatives who are most familiar with the factual or legal matters involved. These representatives will be referred to as the parties' nominees. The nominees will attempt to resolve the issue or disagreement in good faith without resort to escalation. The Contracting Officer or his or her authorized agent or representative must approve any changes or modifications to the terms of the contract.

If any issue or disagreement is not settled between the nominees within a reasonable period of time, either nominee may request escalation to a higher level of authority within each of

the respective organizations. If no agreement is reached within 14 days after such escalation, or within a longer period of time if agreed to by the parties, either party may request further escalation to a higher level of authority within their respective organizations.

If no agreement is reached within 14 days of such further escalation, either party may request that the matter be referred to mediation. The mediation will be conducted in accordance with the terms and conditions agreed to by the parties. If the matter is referred to mediation and if the parties reach a written settlement of the dispute, the written settlement will be binding on the parties.

If the issue or disagreement is not referred to mediation, or if the mediation does not resolve the matter, the parties may pursue such rights and remedies as they may have under the contract. Unless otherwise directed by the Contracting Officer, the contractor shall continue performance of the contract during discussions or any mediation conducted pursuant to this clause.

## **I215 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001) FAR**

### **DSCP - ADDITION AND DELETION OF ITEMS – (DEC 2001):**

#### **Additions by the Government**

The scope of this contract includes item(s) procured under the scope of subject RFP. It is the intention of the Government to add items to the contract that fall into this category. Items may be added during the base or option periods of this contract.

If the Government makes multiple awards under this solicitation, additional item(s) will be awarded on a post-award basis via supplemental agreement to the Contractor(s) whose price and delivery is most advantageous to the Government on an item-by-item basis as follows: Item description(s) will be provided to ALL successful awardees for their review and timely submission of price and delivery information. The Contractor MUST provide complete information should the Government elect to place these items on contract without negotiation.

#### **Additions by the Contractor**

During any period of this contract, the Contractor may propose changes to any item covered by this contract, or may propose a substitute item for an item specified by the contract. If an added item is coded a Safety Critical Item (SCI), or is a Critical Application Item (CAI), the Contractor must furnish an item which is in strict accordance with the technical requirements specified in the Contract Technical Data File (CTDF), as designated by the specific National Stock Number (NSN). Any changes to such an item may be made only with the prior approval of the Military Service having technical

cognizance of the item (the Engineering Support Activity (ESA)). In this case, the Contractor shall comply with the procedure for submission of a complete Technical Data Package (TDP).

#### **Administration of Additions Under this Clause**

Additions of item(s) under this clause shall be negotiated including price, and delivery between the Government and Contractor and will be incorporated into the Contract via Supplemental Agreement. **Within ten (10) days after the Contractor's receipt of the Contracting Officer's request that an item or items be added to the contract, the Contractor must respond.**

#### **Deletions by the Government**

The Government reserves the right to delete any item(s) from the contract. These items may be deleted due to changing demand patterns, obsolescence, product substitution or because they no longer have application.

#### **Deletions by the Contractor**

The contractor shall notify the Government of any items it has determined to be obsolete or superseded and which therefore should be deleted from the contract. This notice shall advise how the superseding item meets the form, fit and function requirements of the superseded item.

If the obsolete item has no replacement, the notice shall include information concerning the availability of alternate sources or substitute item(s).

#### **Administration of Deletions Under this Clause**

As soon as practicable after receipt of a deletion notice from the Contractor, the Contracting Officer will, if accepting the contractor's recommendation, modify the contract accordingly. In the case of Government-requested deletions, the Contractor shall be given a sixty (60) day advance notice of any deletions. Deletions shall be effected by Supplemental Agreement. Within ten (10) days after receipt of the Supplemental Agreement, the Contractor shall notify the Contracting Officer whether the deletion is at no cost to the Government or if termination costs will be involved. If termination costs will be involved, the Contractor shall submit its claim within forty-five (45) days after receipt of the Supplemental Agreement.

## **I.2. – SURGE OPTION REQUIREMENT:**

**I196 52.217-9I16 SURGE OPTION REQUIREMENT (OCT 2001) DSCP**

Notwithstanding any order limitations specified elsewhere in this solicitation, the contractor must satisfy the surge and sustainment requirements set forth in this clause.

(a) Definition.

Surge Requirements are unanticipated demands for accelerated delivery of supplies or services within existing industrial abilities during wartime and during peacetime emergencies. This includes the ability of the supplier to ramp-up quickly to meet early requirements as well as to sustain the increased pace throughout the emergency.

(b) Surge Option.

The Government reserves the right to exercise an option under this contract to meet surge requirements on an item by item basis as shown on the attached spreadsheet(s). The Government also reserves the right to accelerate the rate of delivery called for by the contract, if this is a definite quantity contract; or, if this is an indefinite delivery contract, establish an accelerated rate of delivery for orders issued under this option.

(c) Special Terms and Conditions Related to Surge Requirements.

If the Contractor is a manufacturer, the materials needed to produce the surge quantities specified in the attached spreadsheet shall be acquired, stored and managed by the Contractor. If the Contractor is a non-manufacturer, the resources needed (for example, access to raw material, inventories, production capabilities, and transportation services) to provide the surge quantities as specified in the attached spreadsheet shall be obtained by the Contractor. In either case, the Contractor shall maintain and rotate these materials and/or end items and/or continuously maintain access to the resources needed to support surge requirements. The Contractor is contractually obligated to ensure that the capabilities exist to fulfill the surge requirements specified in the attached spreadsheet, if and when the Surge Option is exercised.

The Contractor shall not revise the surge option delivery schedule without the prior approval of the contracting officer.

The contracting officer may exercise this Surge Option at any time prior to acceptance by the Government of the final scheduled delivery under the contract. At his or her discretion, the contracting officer may provide preliminary notification of the exercise of this Surge Option verbally or by written or electronic means, which shall state the quantities to be added or accelerated under the terms of the clause. The preliminary notice will be followed by a Contract Modification incorporating the previously given notice, and establishing a not-to-exceed price, unless a previously agreed to surge option price has been established. The not-to-exceed price shall be the highest contract unit price for the added or accelerated items on the date of the notice.

The prices applicable to the basic contract quantities shall be those prices stated in the Award/Contract. The prices applicable to the surge option quantities shall be the agreed the

Contractor shall submit a cost or price proposal, together with justification for the cost/price, including holding or storage costs, for the materials required to produce the added/accelerated items (if the Contractor is a manufacturer), or for the added or accelerated items (if the Contractor is a non-manufacturer). Any failure to agree on a final price applicable to those materials or items within the scope of this Surge Option provision shall be a dispute within the meaning of the Disputes clause of the contract. However, nothing in this clause shall be cause for the Contractor to refrain from performance under the Surge Option pending resolution of any dispute. The Contractor will not be required to deliver supplies or services at a rate greater than the delivery rate detailed in the attached spreadsheet. Further, no delivery under the exercise of this Surge Option shall be required more than 24 calendar months subsequent to government acceptance of the final scheduled delivery under the contract.

#### EXAMPLE

Final Day of Contract:	31 Dec 01
Final Delivery Order Issued Under Contract:	30 Dec 01 (Due Date - 31 May 02)
Acceptance of Final Delivery Order by Gov't:	28 May 02

The Surge Option may be exercised any time up until 28 May 02. No delivery under the Surge Option is required after 28 May 04.

Materials or supplies, up to the maximum surge period quantity cited in the attached Surge Spreadsheet, purchased by the Contractor in anticipation of the exercise of this Surge Option will be purchased by the Government if, during contract performance, the Surge Option is not invoked and the Contractor can demonstrate that the materials or supplies have no commercial market value. If the contract contains a Guaranteed Minimum either in quantities or dollar value, which has not been expended by the conclusion of the contract, payment(s) toward such guaranteed minimum shall be applied against the Contractor's claim for reimbursement of such purchases.

#### (d) Surge Testing.

The Government reserves the right to perform surge tests, or require the contractor to conduct surge tests, to validate the surge capabilities (i.e., ability to ramp up quickly, to sustain a required level, or both) as described in the contractor's surge and sustainment plan. These tests may be paper exercises, simulations, participation in live exercises, in Joint Chiefs of Staff (JCS) and Commander-in-Chief (CINC) exercises approved in the DLA Joint Training Plan, or any other methodology that can validate the contractor's surge and sustainment capability. Within one week after conduct of the test, the Contractor shall submit

to the contracting officer a validation results report that clearly describes performance under the test, identifies all deficiencies found, and provides a plan of action to remedy these deficiencies.

Surge data is available as an Excel spreadsheet (downloadable) at the SMS/RMI website:  
<http://www.dscpl.dla.mil/gi/smsrmi/smsrmi.htm>

NSN	Surge & Sustainment Requirements						
	30	60	90	120	150	180	Total
3940011692307	125	0	0	0	0	0	125
3940013219159	2	2	2	2	2	2	12
4020000552525	125	125	125	125	125	125	750
4020002315878	10	0	0	0	0	0	10
4020005262654	0	1	0	1	0	1	3
4020005406676	23	23	23	23	23	23	138
4020010459239	8	5	6	0	0	0	19
4020010517025	1	0	1	0	1	0	3
4020012058857	1	1	1	1	0	0	4
4020012149294	0	1	0	1	0	1	3
4110003069527	4	0	0	0	0	0	4
4110013393064	33	0	0	0	0	0	33
4130001856811	9	9	20	11	11	11	71
4130004096777	10	0	0	0	0	0	10
4130004792750	3	2	2	0	0	0	7
4130005162780	2	0	0	0	0	0	2
4130009227083	24	1	2	0	0	0	27
4130010111217	1	1	1	1	1	1	6
4130010473753	0	0	11	11	11	11	44
4130010973720	7	7	7	7	7	7	42
4130010973721	9	9	9	9	9	9	54
4130010973722	4	4	4	4	4	4	24
4130010973723	3	3	2	2	2	2	14
4130010980014	4	4	4	4	4	4	24
4130011001185	23	23	23	23	23	23	138
4130011001186	6	6	6	6	6	6	36
4130011010837	4	4	4	4	4	3	23
4130011030313	2	2	1	1	1	1	8
4130011239112	3	2	2	0	0	0	7
4130012837840	9	9	9	9	9	9	54
4130012944502	2	2	2	2	2	2	12
4130013948058	1	1	1	1	0	0	4
4130014697695	9	9	9	9	9	9	54
4140009184152	1	1	1	0	0	0	3
4710002731038	4223	4166	4166	0	0	0	12555
4710010226083	1	0	0	0	0	0	1
4710011147758	1	0	0	0	0	0	1
4710012045475	50	50	50	50	50	50	300
5305000593209	10	10	10	10	10	10	60
5305004960783	1	1	1	1	1	1	6
5305005300391	4	4	4	4	4	3	23

5305006809454	0	0	310	310	310	310	1240
5305007246832	13	13	12	12	12	12	74
5305007262525	2	0	0	0	0	0	2
5305007619349	10	10	10	10	10	10	60
5305008073931	182	182	182	182	182	182	1092
5305008141922	29	29	29	29	29	29	174
5305008915007	1	0	0	0	0	0	1
5305009029338	9	9	8	8	8	8	50
5305009468273	1	1	3	3	3	3	14
5305009891861	3	3	3	3	3	3	18
5305010388689	27	27	27	27	27	27	162
5305010486582	0	1	41	41	41	41	165
5305010553750	0	0	275	275	275	275	1100
5305010563513	0	1	1228	1228	1228	1228	4913
5305010579337	0	0	65	65	65	65	260
5305010583881	0	0	100	100	100	100	400
5305010584623	0	1	213	213	213	213	853
5305010595917	0	0	39	39	39	39	156
5305010597419	0	0	75	75	75	75	300
5305010597433	0	0	10	10	10	10	40
5305010635064	0	1	189	189	189	189	757
5305010673389	12	12	12	12	12	11	71
5305010767208	0	0	260	260	260	260	1040
5305010773077	0	0	75	75	75	75	300
5305011071222	2	2	2	2	2	2	12
5305011107903	3	3	3	3	3	3	18
5305011436521	0	0	6	6	6	6	24
5305012167378	6	6	5	5	5	5	32
5305012170677	3	3	3	3	3	3	18
5305012439340	6	6	5	5	5	5	32
5305012502190	4	4	3	3	3	3	20
5305012889361	5	5	5	5	5	5	30
5305013316284	8	0	0	0	0	0	8
5305013417510	2	2	2	2	2	2	12
5305013794173	1	1	1	1	0	0	4
5305013905211	53	53	53	53	53	53	318
5305014581670	2	2	2	2	2	2	12
5306001510424	0	0	8	8	8	8	32
5306003354768	30	0	0	0	0	0	30
5306004979651	0	1	0	1	0	1	3
5306007411180	124	0	0	0	0	0	124
5306011067505	0	0	56	56	56	56	224
5340001317324	10	10	9	9	9	9	56
5340001793652	1	0	0	0	0	0	1
5340006116188	1	1	1	0	0	0	3
5340006706776	1	1	0	0	0	0	2
5340010381932	0	1	0	1	0	1	3
5340011067807	1	0	1	0	1	0	3
5360003215998	1	1	1	0	0	0	3
5360006645352	49	49	49	49	49	49	294
5360007004429	10	11	11	0	0	0	32
5360007339446	1	0	0	0	0	0	1



5360008168902	0	1	0	1	0	1	3
5360008529790	2	2	2	2	2	2	12
5360012179509	3	3	3	3	2	2	16
5360012249220	1	1	1	1	1	1	6
5360012545491	2	2	2	2	2	2	12
5995001530304	9	0	0	0	0	0	9
5995006102128	1	1	0	0	0	0	2
5995006102142	0	1	0	1	0	1	3
5995008232176	6	6	7	0	0	0	19
5995008535878	2	1	1	0	0	0	4
5995009355240	1	0	0	0	0	0	1
5995009960570	31	34	32	0	0	0	97
5995011036283	0	0	10	10	10	10	40
5995011166111	1	0	1	0	1	0	3
5995011281298	1	2	0	0	0	0	3
5995011525850	0	3	1	0	0	0	4
5995011672279	1	1	1	0	0	0	3
5995011781133	1	1	0	0	0	0	2
5995012072745	0	1	0	1	0	1	3
5995012091730	1	0	1	0	1	0	3
5995012178908	1	1	1	1	1	1	6
5995012293868	4	4	4	0	0	0	12
5995012799647	1	0	0	0	0	0	1
5995013126413	1	1	0	0	0	0	2
5995013891575	1	0	1	0	1	0	3
6150001862408	3004	0	0	0	0	0	3004
6150002019582	288	0	0	0	0	0	288
6150002138074	442	0	0	0	0	0	442
6150002425424	1	0	0	0	0	0	1
6150003303629	0	1	4	4	4	4	17
6150009701226	1	1	1	0	0	0	3
6150011920736	1	0	0	0	0	0	1
6150011984239	4	4	4	4	4	4	24
6150012102169	1	0	0	0	0	0	1
6150012178755	1	0	1	0	1	0	3
6150012283527	4	4	4	4	4	4	24
6150012511417	0	1	0	1	0	1	3
6150012511419	0	1	0	1	0	1	3
6150012547947	0	1	0	1	0	1	3
6150012607300	1	1	0	0	0	0	2
6150013271829	7	7	7	7	7	7	42
6150013392425	0	1	0	1	0	1	3
6150014132235	15	21	22	15	88	38	199
6150014346378	3	3	3	3	3	3	18

### I.3. TYPE OF CONTRACT:

#### I.3.1 – 52.216-1 -- Type of Contract (Apr 1984)

The Government contemplates award of a Firm-Fixed Price with Award Fees contract resulting from this solicitation.

**I.3.2. - 52.216-2 -- Economic Price Adjustment -- Standard Supplies (Jan 1997).**

- (a) The Contractor warrants that the unit prices stated in the Schedule for SMS-RMI Items are not in excess of the Contractor's applicable established price in effect on the contract date for like quantities of the same item. The term "unit price" excludes any part of the price directly resulting from requirements for preservation, packaging, or packing beyond standard commercial practice. The term "established price" means a price that --
- (1) Is an established catalog or market price for a commercial item sold in substantial quantities to the general public; and
  - (2) Is the net price after applying any standard trade discounts offered by the Contractor.
- (b) The Contractor shall promptly notify the Contracting Officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the Contractor's established price, and this contract shall be modified accordingly.
- (c) If the Contractor's applicable established price is increased after the contract date, the corresponding contract unit price shall be increased, upon the Contractor's written request to the Contracting Officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, subject to the following limitations:
- (1) The aggregate of the increases in any contract unit price under this clause shall not exceed 10 percent of the original contract unit price.
  - (2) The increased contract unit price shall be effective --
    - (i) On the effective date of the increase in the applicable established price if the Contracting Officer receives the Contractor's written request within 10 days thereafter; or
    - (ii) If the written request is received later, on the date the Contracting Officer receives the request.
  - (3) The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before the effective date of the increased contract unit price, unless failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Contractor, within the meaning of the Default clause.
  - (4) No modification increasing a contract unit price shall be executed under this paragraph (c) until the Contracting Officer verifies the increase in the applicable established price.

(5) Within 30 days after receipt of the Contractor's written request, the Contracting Officer may cancel, without liability to either party, any undelivered portion of the contract items affected by the requested increase.

(d) During the time allowed for the cancellation provided for in subparagraph (c)(5) of this clause, and thereafter if there is no cancellation, the Contractor shall continue deliveries according to the contract delivery schedule, and the Government shall pay for such deliveries at the contract unit price, increased to the extent provided by paragraph (c) of this clause.

**NOTE: This FAR provision is applicable for ALL SMS-RMI Items as contained within Section B of this Solicitation meeting the terms of “established price” under paragraph (a)(1) and (2), in addition to, any such items added in accordance with the “ADDITION and DELETION OF ITEMS – (DEC 2001)” provision set forth herein Section I.**

**OFFERORS MUST NOTIFY THE CONTACTING OFFICER OF SMS-RMI ITEMS WHICH DO NOT MEET THE EPA – STANDARD SUPPLY PRICING PROVISIONS AS SET FORTH IN THIS PROVISION.**

### **I.3.3 – 52.216-4 Economic Price Adjustment -- Labor and Material (Jan 1997)**

- (a) The Contractor shall notify the Contracting Officer if, at any time during contract performance, the rate of pay for labor (including fringe benefits) or the unit prices for material shown in the Schedule either increase or decrease. The Contractor shall furnish this notice within 60 days after the increase or decrease, or within any additional period that the Contracting Officer may approve in writing, but not later than the date of final payment under this contract. The notice shall include the Contractor's proposal for an adjustment in the contract unit prices to be negotiated under paragraph (b) of this clause, and shall include, in the form required by the Contracting Officer, supporting data explaining the cause, effective date, and amount of the increase or decrease and the amount of the Contractor's adjustment proposal.
- (b) Promptly after the Contracting Officer receives the notice and data under paragraph (a) of this clause, the Contracting Officer and the Contractor shall negotiate a price adjustment in the contract unit prices and its effective date. However, the Contracting Officer may postpone the negotiations until an accumulation of increases and decreases in the labor rates (including fringe benefits) and unit prices of material shown in the Schedule results in an adjustment allowable under subparagraph (c)(3) of this clause. The Contracting Officer shall modify this contract:

- (1) to include the price adjustment and its effective date and
  - (2) to revise the labor rates (including fringe benefits) or unit prices of material as shown in the Schedule to reflect the increases or decreases resulting from the adjustment. The Contractor shall continue performance pending agreement on, or determination of, any adjustment and its effective date.
- (c) Any price adjustment under this clause is subject to the following limitations:
- (1) Any adjustment shall be limited to the effect on unit prices of the increases or decreases in the rates of pay for labor (including fringe benefits) or unit prices for material shown in the Schedule. There shall be no adjustment for --
    - (i) Supplies or services for which the production cost is not affected by such changes;
    - (ii) Changes in rates or unit prices other than those shown in the Schedule; or
    - (iii) Changes in the quantities of labor or material used from those shown in the Schedule for each item.
  - (2) No upward adjustment shall apply to supplies or services that are required to be delivered or performed before the effective date of the adjustment, unless the Contractor's failure to deliver or perform according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of the Default clause.
  - (3) There shall be no adjustment for any change in rates of pay for labor (including fringe benefits) or unit prices for material which would not result in a net change of at least 3 percent of the then-current total contract price. This limitation shall not apply, however, if, after final delivery of all contract line items, either party requests an adjustment under paragraph (b) of this clause.
  - (4) The aggregate of the increases in any contract unit price made under this clause shall not exceed 10 percent of the original unit price. There is no percentage limitation on the amount of decreases that may be made under this clause.
- (d) The Contracting Officer may examine the Contractor's books, records, and other supporting data relevant to the cost of labor (including fringe benefits) and material during all reasonable times until the end of 3 years after the date of final payment under this contract or the time periods specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR), whichever is earlier.

**This FAR provision is applicable for ALL SMS-RMI Items as contained within Section B of this Solicitation, which do NOT meet the terms of “established price” under 52.216-2 (a)(1) and (2), in addition to, any such items added in accordance with the “ADDITION and DELETION OF ITEMS – (DEC 2001)” provision set forth herein Section I.**

<b>SECTION K – OFFEROR’S REPRESENTATIONS &amp; CERTIFICATIONS</b>
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**K003 FAR 52.227-6 ROYALTY INFORMATION (APR 1984)**

Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee: (1) Name and address of licensor. (2) Date of license agreement. (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable. (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable. (5) Percentage or dollar rate of royalty per unit. (6) Unit price of contract item. (7) Number of units. (8) Total dollar amount of royalties.

Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

**K004 FAR 52.203-2 CERTIFICATE OF INDEPENDENT PRICE  
DETERMINATION (APR 1985)**

The offeror certifies that- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to- (i) Those prices; (ii) The intention to submit an offer; or (iii) The methods or factors used to calculate the prices offered. (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

Each signature on the offer is considered to be a certification by the signatory that the signatory- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or (2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision

\_\_\_\_\_ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization]; (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

- (a) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K006 DLAD 52.229-9000 NOTICE - KENTUCKY SALES AND USE TAX  
EXEMPTION (DEC 1984)**

Contracts awarded under this solicitation are exempt from the Kentucky Sales and Use Tax per Kentucky tax exemption \_\_\_\_\_. No amounts for this tax should be included in bids/offers.

**K010 FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS  
(OCT 2000)(I)**

(a)(1) The North American Industrial Classification System (NAICS) code for this acquisition is \_\_\_\_\_.

(2) The small business size standard is \_\_\_\_\_.

(b) Representations.

(1) The offeror represents as part of its offer that it [ ], [ ] is not a small business concern.

(2) [Complete only if offeror represents itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]. The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

**K010\_1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000)  
ALTERNATE I (NOV 1999)**

(4) [Complete if offer represented itself as a small business concern in paragraph (b)(1) of this provision.]. The offeror represents, as part of its offer, that--

(i) It \_\_\_is, \_\_\_is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It \_\_\_is, \_\_\_is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_. Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

=====> **K010\_2 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000)  
ALTERNATE II (NOV 1999)**

(5) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror [shall check the category in which its ownership falls:

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

**K013 52.225-9I08 PERCENT FOREIGN CONTENT (APR 1984) DSCP**

Approximately \_\_\_\_\_ percent (%) of the proposed contract price represents foreign content or effort.

**K015 52.215-9I03 PLACE OF PERFORMANCE - INSPECTION AND  
SHIPPING POINT(AUG 1985) DSCP**

Bidders/Offerors shall set forth the following information (failure to complete information may be cause for rejection of the offer):

(a) The name and location of the MANUFACTURING FACILITY where the supplies offered are to be produced, or (if offered from stock) have been produced. Dealers are

cautioned to cite manufacturing plants only. If more than one plant is specified, information must be submitted as to the amount and extent of work to be done in each plant listed. With respect to each plant shown, the information furnished must be sufficient to identify the name and address of the owner and operator, if other than offeror.

ITEM NO. PLANT NAME AND ADDRESS

(b) Are the supplies to be furnished from stock?

☐ Yes ☐ No

(c) Location where Bidder/Offeror would prefer to offer supplies for Government inspection (if other than as shown under 1 above) in the event that Government inspection is to be performed prior to delivery at destination.

(1) Material Inspection

ITEM NO. PLANT NAME AND ADDRESS

(2) Packaging, Packing and Marking Inspection

ITEM NO. PLANT NAME AND ADDRESS

However, the Government reserves the right to inspect and test all supplies at any other place in accordance with the clause entitled Inspection of Supplies - Fixed Price, FAR 52.246-2.

The performance of any work contracted for in any place other than that named above is prohibited unless approved in writing in advance by the Contracting Officer. Full responsibility for fulfillment of the contract will remain with the contractor.

Paragraphs (d) and (e), and paragraph (f) if marked, apply to offers solicited and submitted on the basis of F.O.B. Origin - Shipment on Government Bill of Lading.

(d) Identify below the shipping point at or near the Contractor's or Subcontractor's plant.

ITEM NO. SHIPPING POINT

PRIVATE RAIL SIDING

☐ Yes (State name of carrier) \_\_\_\_\_

☐ No (State name and address of the nearest public rail siding and the carrier.)  
\_\_\_\_\_



(e) With respect to F.O.B. Origin Offers, Shipment on Government Bill of Lading Offers, the following shall apply:

(1) Subject to the exception provided in (3) below with respect to Alaska and Hawaii, if the destination or tentative destination is within the contiguous 48 states of the continental United States, offerors proposing to furnish supplies originating from outside the said contiguous 48 states or Canada must designate a shipping point within the contiguous 48 states.

(2) Subject to the exception provided in (3) below with respect to Alaska and Hawaii, if the destination or tentative destination is within the states of Alaska or Hawaii, or within Puerto Rico, or within a possession of the United States, offerors proposing to furnish supplies originating from outside the contiguous 48 states of the continental United States or Canada must designate a shipping point within Alaska or Hawaii, within Puerto Rico, or within the possession of the United States, respectively, or within the contiguous 48 states.

(3) SPECIAL RULE FOR ALASKA AND/OR HAWAII. If the destination or tentative destination is outside Alaska or Hawaii, offerors proposing to furnish supplies originating within Alaska or Hawaii, must designate as their shipping point(s) the port(s) of loading in Alaska or Hawaii, respectively. This rule applies equally to shipments to be made from Alaska to Hawaii and vice versa. (see FAR Clause 52.247-29 entitled "F.O.B. Origin.")

(4) In (1), (2), or (3) above, the price offered must be a delivered price to the shipping point named, and must include all applicable import duties. It shall be the responsibility of the contractor to provide all necessary facilities and assistance for the performance of the required Government inspection at said shipping point. The contractor's responsibilities from the shipping point shall be as defined in the F.O.B. Origin provisions of this contract. Offers submitted on any other basis will be rejected as nonresponsive.

(5) Offeror is cautioned to indicate the F.O.B. Origin point on which the offer is based.

The following paragraph is applicable only if preceded by an "X" in the block provided there for:

[ ] (f) Since this solicitation is for requirements contracts (and does not cover a fixed quantity), the offeror, in naming a shipping point in paragraph (d) above, is cautioned as follows:

(1) It should not show a quantity applicable to any shipping point named in the offer. If a quantity is shown by the offeror as applicable to a named shipping point, said quantity will be disregarded for offer evaluation purposes.

(2) It should not, with respect to any single item, or lot, as applicable, show more than one shipping point. If more than one shipping point is shown by the offeror with respect to any single item/lot, the Government will evaluate the offer for said item/lot on the basis of delivery solely from the point or plant where cost of transportation is most favorable to the Government.

**K027 252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS  
PROGRAM CERTIFICATE (SEP 1999)**

(a) Definitions. "Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) Certifications.

(1) The Offeror certifies that-

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

	Qualifying Country End Products
Line Item Number	Country of Origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

**Nonqualifying Country End Products**

Line Item Number	Country of Origin (If known)
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**K031 DLAD 52.211-9000 GOVERNMENT SURPLUS MATERIAL (APR 2002)**

(a) Definition.

“Surplus material,” as used in this clause, means new, unused material that was purchased and accepted by the U.S. Government and subsequently sold by the Defense Reutilization and Marketing Service (DRMS), by contractors authorized by DRMS, or through another Federal Government surplus program. The terms “surplus” and “Government surplus” are used interchangeably in this clause.

(b) The Offeror agrees to complete this clause and provide supporting documentation as necessary to demonstrate that the surplus material being offered was previously owned by the Government and meets solicitation requirements. The Offeror must provide this information and any supporting documentation on or before the date that quotes/offers are due; or within the timeframe specified by the Contracting Officer, if additional documentation is requested after submission of the offer. Failure to provide the requested information and supporting documentation within the timeframe requested may result in rejection of the offer. Unless the solicitation states otherwise, Offerors of surplus material are authorized to open packages, inspect material, and reseal packages. Each time this is done, the Offeror’s authorized representative or inspector must sign the packages where they were resealed and annotate the date of inspection.

(c) With respect to the surplus material being offered, the Offeror represents that:

(1) The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety. Yes \_\_\_ No \_\_\_ The material conforms to the technical requirements cited in the solicitation (e.g., Contractor and Government Entity (CAGE) code and part number, specification, etc.). Yes \_\_\_ No \_\_\_ The material conforms to the revision letter/number, if any is cited. Yes \_\_\_ No \_\_\_ Unknown\_\_\_ If no, the revision offered does not affect form, fit, function, or interface. Yes \_\_\_ No \_\_\_ Unknown\_\_\_ The material was manufactured by:

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(Name)

(Address)

(2) The Offeror currently possesses the material. Yes \_\_\_ No \_\_\_ If no, the Offeror must attach or forward to the Contracting Officer an explanation as to how the offered quantities will be secured. If yes, the Offeror purchased the material from a Government selling agency or other source. Yes \_\_\_ No \_\_\_ If yes, provide the information below:

Government Selling Agency

Contract Number

Contract Date  
(Month, Year)

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Other Source

Address

Date Acquired  
(Month/Year)

\_\_\_\_\_  
(3) The material has been altered or modified. Yes \_\_\_ No \_\_\_ If yes, the Offeror must attach or forward to the Contracting Officer a complete description of the alterations or modifications.

(4) The material has been reconditioned. Yes \_\_\_ No \_\_\_ If yes, (i) the price offered includes the cost of reconditioning/refurbishment. Yes \_\_\_ No \_\_\_; and (ii) the Offeror must attach or forward to the Contracting Officer a complete description of any work done or to be done, including the components to be replaced and the applicable rebuild standard. The material contains cure-dated components. Yes \_\_\_ No \_\_\_ If yes, the price includes replacement of cure-dated components. Yes \_\_\_ No \_\_\_

(5) The material has data plates attached. Yes \_\_\_ No \_\_\_ If yes, the Offeror must state below all information contained thereon, or forward a copy or facsimile of the data plate to the Contracting Officer.

(6) The offered material is in its original package. Yes \_\_\_ No \_\_\_ (If yes, the Offeror has stated below all original markings and data cited on the package; or has attached or forwarded to the Contracting Officer a copy or facsimile of original package markings.)

Contract Number

NSN

Cage Code

\_\_\_\_\_  
Part Number

\_\_\_\_\_  
Other Markings/Data

\_\_\_\_\_  
(7) The Offeror has supplied this same material (National Stock Number) to the Government before. Yes \_\_\_ No \_\_\_ If yes, (i) the material being offered is from the same original Government contract number as that provided previously. Yes \_\_\_ No \_\_\_; and (ii) state below the Government Agency and contract number under which the material was previously provided:

Agency

Contract Number

\_\_\_\_\_  
(8) The material is manufactured in accordance with a specification or drawing. Yes \_\_\_ No \_\_\_ If yes, (i) the specification/drawing is in the possession of the Offeror. Yes \_\_\_ No

\_\_\_; and (ii) the Offeror has stated the applicable information below, or forwarded a copy or facsimile to the Contracting Officer. Yes \_\_\_ No \_\_\_

Specification/Drawing Number	Revision (if any)	Date
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\_\_\_\_\_  
(9) The material has been inspected for correct part number and for absence of corrosion or any obvious defects. Yes \_\_\_ No \_\_\_ If yes, (i) Material has been re-preserved. Yes \_\_\_ No \_\_\_; (ii) Material has been repackaged. Yes \_\_\_ No \_\_\_; (iii) Percentage of material that has been inspected is \_\_\_\_\_% and/or number of items inspected is \_\_\_\_\_; and (iv) a written report was prepared. Yes \_\_\_ No \_\_\_ If yes, the Offeror has attached it or forwarded it to the Contracting Officer. Yes \_\_\_ No \_\_\_

(d) The Offeror agrees that in the event of award and notwithstanding the provisions of the solicitation, inspection and acceptance of the surplus material will be performed at source or destination subject to all applicable provisions for source or destination inspection.

(e) The Offeror has attached or forwarded to the Contracting Officer one of the following, to demonstrate that the material being offered was previously owned by the Government (Offeror check which one applies):

\_\_\_ For national or local sales, conducted by sealed bid, spot bid or auction methods, a solicitation/Invitation For Bid and corresponding DRMS Form 1427, Notice of Award, Statement and Release Document.

\_\_\_ For DRMS Commercial Venture (CV) Sales, the shipment receipt/delivery pass document and invoices/receipts used by the original purchaser to resell the material.

\_\_\_ For DRMS Recycling Control Point (RCP) term sales, the statement of account or billing document.

\_\_\_ For property sold under the exchange or sale regulation, conducted by sealed bid, auction or retail methods, a solicitation/Invitation for Bid and corresponding DRMS Form 1427.

\_\_\_ When the above documents are not available, or if they do not identify the specific NSN being acquired, a copy or facsimile of all original package markings and data, including NSN, Commercial and Government Entity (CAGE) code and part number, and original contract number. (This information has already been provided in paragraph (c)(6) of this clause. Yes \_\_\_ No \_\_\_.)

\_\_\_ When none of the above are available, other information to demonstrate that the offered material was previously owned by the Government. Describe and/or attach. \_\_\_\_\_

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(f) This clause only applies to offers of Government surplus material. Offers of commercial surplus, manufacturer's overruns, residual inventory resulting from terminated Government contracts, and any other material that meets the technical requirements in the solicitation but was not previously owned by the Government will be evaluated in accordance with the provision at 52.217-9002.

(g) Offers of critical safety items must comply with the additional requirements in 52.211-9005.

(h) If requested by the Contracting Officer, the Offeror shall furnish sample units, in the number specified, to the Contracting Officer or to another location specified by the Contracting Officer, within 10 days after the Contracting Officer's request. The samples will be furnished at no cost to the Government. All such samples not destroyed in evaluation will be returned at the Offeror's expense. The samples will be evaluated for form, fit, and function with subassembly, assembly, or equipment with which the items are to be used. End items furnished under any contract award to the Offeror furnishing the samples can include the returned samples, and all acceptable end items will have a configuration identical to the samples. If specific tests of the samples' performance are made by the Government, the Offeror will be furnished the results of such tests prior to a contract being entered into. In addition to any other inspection examinations and tests required by the contract, the performance of the end items will be required to be as good as that of the samples submitted insofar as specific performance tests have been made by the Government and the results thereof furnished to the Offeror.

(i) In the event of award, the Contractor will be responsible for providing material that is in full compliance with all requirements in the contract or order, whether or not the Contractor has possession of applicable drawings or specifications, and despite the fact that the Government is unable to conduct in-process inspection. The Contractor's responsibility to perform is not diminished by compliance with the requirement to demonstrate that the offered material was previously owned by the Government. The material to be furnished must meet the requirements of the current contract or order, whether or not the material met Government requirements in existence at the time the material was initially manufactured or sold to the Government. The Government has the right to cancel any resulting purchase order or terminate any resulting contract for default if unacceptable material is tendered.

(j) If higher level quality requirements apply to the material being acquired, those requirements do not apply to surplus material furnished under this contract.

**K032 DFARS 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL(JUN 1992)**

(a) *Definitions.* As used in this clause-

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) *Certification.* By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it-

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

**K037 FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS  
(FEB 1999)**

The offeror represents that-

(a) It \_\_\_\_\_ has, \_\_\_\_\_ has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

(b) It \_\_\_\_\_ has, \_\_\_\_\_ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K044 FAR 52.207-4 ECONOMIC PURCHASE QUANTITY – SUPPLIES  
(AUG 1987)**

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government

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(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic

purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

Offeror Recommendations			
Item	Quantity	Price Quotation	Total

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

**K048 FAR 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)**

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.



(d) Taxpayer Identification Number (TIN).

\_\_\_\_ TIN: \_\_\_\_\_.

\_\_\_\_ TIN has been applied for.

\_\_\_\_ TIN is not required because:

\_\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

\_\_\_\_ Sole proprietorship;

\_\_\_\_ Partnership;

\_\_\_\_ Corporate entity (not tax-exempt);

\_\_\_\_ Corporate entity (tax-exempt);

\_\_\_\_ Government entity (Federal, State, or local);

\_\_\_\_ Foreign government;

\_\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_\_ Other \_\_\_\_\_.

(f) Common parent.

\_\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_\_\_ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

**K050 DSCP 52.209-9I13 PLACE OF GOVERNMENT MATERIAL /  
PACKAGING**

**INSPECTION AND ACCEPTANCE (SEP 1990)**

[ ] Inspection and Acceptance location same as shown in Block 9 of DD 1155, Inspected by Same as shown in Block 7 of DD 1155.

[ ] See clause K039.

**K051 FAR 52.209-5 CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, PROPOSED DEBARMENT, AND OTHER  
RESPONSIBILITY MATTERS (DEC 2001)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are \_\_\_\_\_ are not \_\_\_\_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have \_\_\_\_\_ have not \_\_\_\_\_, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are \_\_\_\_\_ are not \_\_\_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has \_\_\_\_\_ has not \_\_\_\_\_, within a three-year period preceding his offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

- (b) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K053 FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that-

- (a) It \_\_\_\_\_ has developed and has on file, \_\_\_\_\_ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It \_\_\_\_\_ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K059 DFARS 252.247-7022 Representation of Extent of Transportation by Sea (AUG 1992)**

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) *Representation.* The Offeror represents that it-

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

**K060 DSCP 52.247-9I25 IDENTIFICATION OF SUPPLIES SUBJECT TO TRANSPORTATION BY SEA (JUL 1992)**

(This clause must be completed by the Offeror if the Offeror has represented in the clause at DFARS 252.247-7022, entitled "REPRESENTATION OF EXTENT OF TRANSPORTATION OF SUPPLIES BY SEA" (DSCP Clause K059), that it DOES anticipate that supplies, as defined in the clause at DFARS 252.247-7023, entitled "TRANSPORTATION OF SUPPLIES BY SEA," will be transported by sea.)

(a) The Offeror shall identify below any supplies, as defined in the clause at DFARS 252.247-7023, subparagraph (a)(6), that will require transportation by sea:

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(b) Except as listed in paragraph (a), above, the Offeror certifies that, to the best of its knowledge, information, and belief, no supplies, as defined in the clause at DFARS 252.247-7023, subparagraph (a)(6), will involve transportation by sea.

(c) The Offeror certifies and agrees that any supplies, as defined in the clause at DFARS 252.247-7023, subparagraph (a)(6), which are identified to the resulting contract subsequent to the date of contract award, which are not listed in paragraph (a), above, and which will require transportation by sea, will be transported in strict compliance with the clause.

**K064      FAR 52.203-11      CERTIFICATION AND DISCLOSURE REGARDING  
PAYMENTS TO INFLUENCE CERTAIN FEDERAL  
TRANSACTIONS (APR 1991)**

**K075      FAR 52.203-8      CANCELLATION, RESCISSION AND RECOVERY  
OF FUNDS FOR ILLEGAL OR IMPROPER  
ACTIVITY (JAN 1997)**

**K077      DFARS 252.225-7003      INFORMATION FOR DUTY-FREE ENTRY  
EVALUATION (MAR 1998)**

(a) Does the offeror propose to furnish-

(1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or

(2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Eligible End Products clause of this solicitation?

Yes ( )

No ( )

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

Yes ( )

No ( )

(2) Has the duty on such foreign supplies been paid?

Yes ( )

No ( )

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$\_\_\_\_\_

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

**K089 FAR 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN  
SMALL BUSINESS) (MAY 1999)**

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it \_\_ is a women-owned business concern.

**K093 DFARS 252.243-7002 CERTIFICATION OF REQUEST FOR EQUITABLE  
ADJUSTMENT (MAR 1998)**

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including-

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to-

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustments under an incentive provision of the contract.

**K095 FAR 52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2001)**

(a) Definition.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) *Listed end products.* The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(c) *Certification.* The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

☐ (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

☐ (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that

product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

#### **AUTHORIZED NEGOTIATORS**

The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this Request for Proposal (RFP): (list names, titles, and telephone numbers of the authorized negotiators).

<b>NAME</b>	<b>Title</b>	<b>Phone Number</b>

## Section L – Instructions To Offerors

### I. VENDOR PROPOSAL INSTRUCTIONS

This section specifies the format and content that offerors shall use for proposals responding to this RFP. It is required that the offerors respond in accordance with these instructions. The goal is not to restrict the offerors in the manner in which they will perform their work but rather to ensure a certain degree of uniformity in the format of the responses for evaluation purposes. In order to receive full consideration, firms are encouraged to ensure that the information provided within their proposal is factual, accurate and complete.

Each offeror shall submit a proposal that clearly and concisely describes and defines the offeror's response to the objectives/requirements contained in the RFP. Unnecessary elaboration, or other presentations beyond that sufficient to present a complete and effective proposal are not desired. Elaborate artwork, expensive paper or bindings, and expensive visual or other presentation aids are neither necessary nor desired. The proposal shall contain all the pertinent information in sufficient detail in the area of the proposal where it contributes most critically to the discussion of the same information. When necessary, the offeror shall refer to the initial discussion and identify its location within the proposal. Offerors should also identify risks inherent in their proposal, techniques used to mitigate those risks, and where such techniques were successfully employed in other contracts.

If an offeror does not understand the instructions contained herein, then written notification should be provided to the contracting officer for clarification sufficiently in advance of the deadline for the receipt of offers to get an answer in time to meet the deadline. The Government will publish the questions asked and the answers given at the DSCP General & Industrial Website, <http://www.dscp.dla.mil/gi/smsrmi/smsrmi.htm>.

Offeror's who take exception to the provisions, terms and conditions, or any other aspect, of this request, may provide for such exceptions in their Business Proposal under "Offer Qualifications." Alternate proposals are not authorized. Objections to any terms and conditions of the RFP may make the offer unacceptable. An offeror may correct a deficiency only through discussions.

The Government will process late submissions of offers in accordance with FAR 52.212.1 and its Alternate I provision (see FAR 12.301(b)(1)). If an offer is received late and is not eligible for consideration in accordance with FAR 52.212-1, then the Government will reject that offer without evaluation.

### II. INSTRUCTIONS TO OFFERORS

#### **FAR 52.212-1 – INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (OCT 2000)**

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in



Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of Offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for Acceptance of Offers.

The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product Samples.

When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple Offers.

Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations

may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract Award* (not applicable to Invitation for Bids).

The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple Awards*.

The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Availability of Requirements Documents Cited in the Solicitation*.

(1)(i) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained for a fee by submitting a request to:

GSA Federal Supply Service Specifications Section  
Suite 8100  
470 L'Enfant Plaza, SW  
Washington, DC 20407  
(202) 619-8925  
(Fax (202) 619-8978)

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the:

Department of Defense Single Stock Point (DoDSSP)  
Building 4D, 700 Robbins Avenue  
Philadelphia, PA 19111-5094  
Telephone (215) 697-2667/2179  
Facsimile (215) 697-1462

- (i) Automatic distribution may be obtained on a subscription basis.
- (ii) Order forms, pricing information, and customer support information may be obtained—

By telephone. (215) 697-2667/2179; or  
Through the DoDSSP Internet site at <http://assist.daps.mil>.

Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” followed by the DUNS number that identifies the offeror’s name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

**FAR 52.212-1 – INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS  
ALTERNATE I (OCT 1997)**

(f)

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

### III. PROPOSAL VOLUMES

Offerors are required to submit their proposals in separate volumes as indicated below.

- Volume I : Technical Proposal Information  
Volume II : Business & Price Proposal Information

Each volume shall contain the following items in addition to the technical/descriptive data required by the RFP:

- Cover: The cover should indicate the following:  
Title of the proposal  
Proposal volume (Technical, Business, Past Performance)  
Volume No.  
Name and address of offeror  
Identification of copies bearing original signatures
- Table of Contents: The table of contents shall provide sufficient detail as to allow the important elements to be easily located. The use of tabs and dividers is encouraged.

### IV. WRITTEN RESPONSE

The vendor's written proposal must be organized and tabbed according to the following format:

Volume		Section	
I	Technical Proposal	1	Past Performance
		2	Contractor Response Time
		3	Contractor Planning
		4	Socioeconomic Considerations
		5.	Mentoring Business Agreement Considerations
		6.	JWOD Considerations
I	Business Proposal /Price Proposal	1.	Price Proposal & Economic Production Quantities
		2.	Offeror's Qualifications

It is to be noted that **NO** price information is to be contained within the technical volume.

Proposals must be submitted “single-sided”. Each side is considered a “page.” Pages shall be 8 ½ x 11”, with at least one inch margins on all sides, using Times New Roman font with a 12 point size type or larger for all body text. Text used in graphics is at the discretion of the contractor, but should maintain a legible font and size; graphics must be able to be printed and copied in pure black and white. Pages shall be consecutively numbered within a given chapter. Multiple pages or foldouts count as an equivalent number of 8 ½ x 11” pages. Each page of the proposal should be affixed with the following legend: “Source Selection Information – (See FAR 3.104). Offerors shall not submit information in their proposals that is considered “Classified”. Proprietary markings are permitted. It is to be noted that only Government representatives will be performing evaluations of proposals and that non-Government advisors will be limited to performing in an advisory capacity.

The offeror is responsible for providing adequate documentation to enable a thorough evaluation of the proposal.

Offerors shall submit **1 copy of the technical volume and 1 copy of the business proposal volume** to the name and address contained in the RFP “Caution Notice” Section. The copies should be in the following format: **one (1) original signed offer “single sided” to include both technical and business proposal volumes, and one (1) copy of each proposal volume on a separate floppy disk or CD-ROM** as defined below.

Vendor proposals must be received no later than **[Insert Date] 2003 at 12:00 PM Eastern Standard Time**. The proposal must be signed and submitted by a responsible officer or partner/principal of the firm that is authorized to bind the organization contractually for a period of at least 120 days. No e-mail or facsimile copy of the proposal will be accepted.

Offerors shall submit one (1) 3.5” diskette or CD-ROM for each Volume with their proposal that contains an electronic version of the paper proposal. Offeror’s shall use MS Project 2000 to create “.MMP” files, MS Excel 2000 to create “.XLS” files, and Adobe to create “.PDF” files. Offerors shall ensure that the electronically submitted (3.5” diskette or CD-ROM) filenames are directly traceable to the hard copy submittals. All spreadsheet information should be on functional EXCEL spreadsheet(s).

## **V. PROPOSAL CONTENT**

It is required that offerors follow all proposal instructions as stated in Sections L and M.

Vendor qualifications are considered to be areas as proposed which deviate from the program’s Performance-Based Work Statement (PBWS), the SMS-RMI program objectives, and/or other applicable requirements relative to this acquisition and the resultant contract terms and conditions. **Qualifications where an offeror states it will not comply with one or more of these requirements may cause proposals to be considered unacceptable.** Therefore, offeror’s must address such qualifications and provide a detailed description of any form of exceptions, deviations or waivers, and indicate the offeror’s difficulty with the applicable requirement in addition to the offeror’s proposed solution.

## **SECTION M – EVALUATION FACTORS FOR AWARD**

### **I. BASIS FOR AWARD**

Contract award(s) will be made to the responsible offeror(s) whose offer provides the best value at the lowest overall price (technical evaluation, price, and other factors considered). The Government's objective is to obtain rapid delivery for all SMS-RMI items on a "just-in-time" basis at realistic and reasonable price levels; however, between proposals that are evaluated as technically equal, price and other factors will become the major considerations in selecting the successful offeror(s). Prospective offerors are advised that a proposal meeting the objectives and requirements with the overall lowest price may not necessarily be selected if award to a higher price offeror is determined to be most advantageous to the Government.

The proposal must demonstrate to the Government's satisfaction that the offeror will provide a managed approach that balances the necessary level of support and performance efficiencies, ensures successful fulfillment of diversified (routine and/or expedited) delivery requirements through reduced contractor processing time, and provides for economic ordering quantities and pricing levels. The Government will evaluate offerors on the basis of the material presented in the written proposal; however, the Government may use information other than that provided by the offeror in its evaluation, including past performance information. Proposal information provided for one factor may be used to access other factors where if the Government deems appropriate.

### **II. EVALUATION FACTORS**

Proposals will be evaluated based on an integrated assessment of the following factors and sub-factors, which are listed in descending order of importance. Evaluation of offers will additionally include evaluation of option periods as provided for in Section IV.

#### Section III (Technical Proposal – Volume I):

1. Past Performance
2. Contractor Response Time (CRT)
3. Manufacturing / Delivery / Quality (MDQ) Planning
4. Socio-Economic Considerations
5. DLA Mentoring Business Agreement (MBA) Considerations
6. JWOD Considerations

#### Section IV (Business Proposal – Volume II):

1. Business / Price Proposal & Evaluation of Options
2. Offeror Qualifications, where applicable

### **III. TECHNICAL PROPOSAL (VOLUME I)**

#### **A. Past Performance (Volume I / Section 1)**

Offerors shall describe their experience with producing the same or items of similar complexity within the past 2 years. Offeror shall provide:

- \* Point of Contact (Name, address and telephone number)
- \* Contract number, dollar value, and quantity
- \* Performance Period
- \* Item Description

If a Government contract is involved, identify the procuring and administering Contracting Officers.

Additionally, the offeror is required to describe both delivery and quality performance under Government and commercial contracts/orders. Specifically, the offeror shall state the number of days completed ahead of or behind schedule. If revised schedules were granted, that should be stated, along with an explanation for the extension; quality should be addressed in terms of warranty actions taken, quality deficiency reports issued, returned merchandise (including one-for-one exchanges), or any other description which will adequately describe quality of items delivered.

Offeror shall further furnish with its technical proposal an explanation of substandard quality and/or delinquent delivery, where applicable. This explanation should adequately address the specific problems and provide a clear plan or evidence of measures taken to ensure that such problem(s) will not again occur. If the offeror believes that the poor quality or delinquency was not its fault, or was otherwise excusable, or if there were mitigating circumstances, this should be stated and fully defined. If the offeror indicates the end item is being produced for the first time, information should be provided which demonstrates the ability to successfully produce the item identified in the solicitation without significant quality or schedule problems. (See DSCP Provision 52.215-9P20, Source Evaluation and Selection Procedures).

If any of the contracts included a Subcontracting or a Socioeconomic Plan or Mentoring Business Agreement in compliance with 52.219-9, 52.215-9003 or 52.219-9003, the offeror shall provide details of the plan/agreement and their level of participation.

**NOTE:** If providing commercial experience, offeror must provide letters with their technical proposal from their commercial contractors attesting to their ability regarding timeliness and quality of product.

If the offeror has no past performance history, it should provide information regarding the experience of its key management and/or technical personnel on contracts for the same or similar items. Contracts performed by any predecessor company for the same or similar items should also be reported.



The offeror shall provide a list of contracts performed within the last two (2) years that included a requirement for subcontracting with small, small disadvantaged, and women-owned small business concerns. The offeror shall provide the appropriate Defense Contract Management Command (DCMC) point of contact, telephone number, contract number, dollar value, period of performance, and a sample listing of the items provided.

In addition, please provide a list of Government or non-Government contracts performed within the last two (2) years in which your concern provided subcontracting opportunities to Javits-Wagner-O'Day concerns (i.e., qualified nonprofit agencies employing people who are blind or severely disabled).

#### **B. Contractor Process Time (Volume I / Section 2)**

CPT constitutes the number of days from the delivery order issue date (DO/ID) to the date that the total quantity ordered is shipped. This CPT metric will specifically monitor the contractor's ability to meet proposed PLT's for routine deliveries and PLT's associated with orders requiring expedited deliveries. Note that this solicitation only requests pricing and PLTs for routine deliveries, and pricing and PLTs relative to circumstances requiring expedited deliveries will be negotiated on an individual basis based on instances of expedited customer requirements.

#### **C. MDQ Planning (Volume I / Section 3)**

(Manufacturing / Distribution / Quality Assurance Elements)

The offeror shall provide a detailed plan that addresses how they will manage and provide the necessary levels of support to our customers on a variety of items as identified in Section B. The offeror must demonstrate its ability to meet accelerated delivery requirements with existing capabilities and contingency plans. This includes the offeror's ability to ramp-up quickly to expedite urgent requirements for material shipped to supply depots, as necessary. Also, the offeror shall be able to fulfill diversified requirements on multiple contracts, including all of the contractor's current and anticipated forthcoming Government and commercial contracts.

The offeror should include those business practices they currently have in place and those plan(s) that will be implemented during the term of the contract. Specifically, the offeror should provide a detailed plan addressing the following:

##### **Manufacturing Procedures**

The offeror shall describe his manufacturing procedures to produce the proposed end item. If production personnel are not available or on board at the time of solicitation closing, describe your method of obtaining qualified individuals in sufficient time to perform on the contract.

### Production Scheduling / Distribution

The offeror shall describe the production plan developed to meet the delivery requirements. As a minimum, the offeror shall provide a production milestone chart, address the nature of any work in process, explain how the proposed contract would be phased into current production, and describe the extent of subcontracting, if any. If you intend to subcontract, address your procedures and methods for maintaining technical control and surveillance over subcontractors to ensure receipt of items consistent with the delivery schedule. The vendor should describe in detail any electronic systems, inventory control systems or other methods that will be utilized to assure on-time delivery and prevent "stock-out" situations.

### Materials

The offeror shall describe his procedures for identifying, acquiring, controlling, and maintaining the materials needed to produce the end item.

### Production Equipment

The offeror shall provide a profile of the major plant equipment proposed for use on this contract. As a minimum, the offeror shall provide a listing that specifies the manufacturer, model number, age, general condition, and quantity of each item listed. If this equipment will not be on hand at the time of solicitation closing, identify the equipment you plan to acquire and describe your method of obtaining the equipment in sufficient time to meet your production requirements.

### Quality Assurance

Offerors are required to provide a Contractor's inspection system that reflects the requirements specified or any other document inclusive of military specifications or standards that provide an adequate level of inspection.

### **IMPORTANT NOTICE**

The rating achieved under evaluation of the quality assurance subfactor of subject solicitation shall not be construed as the Government's acceptance or approval of the offeror's quality assurance plan. Any information submitted under the quality assurance plan factor will be evaluated in accordance with the provisions of *Addendum to FAR 52.212-2, Evaluation, Commercial Items* solely to assess the offerors understanding of required quality assurance provisions and that offeror's probability of successful performance utilizing same. Responsibility for oversight of the contractor's implementation of their Inspection System under any resultant contract rests with the cognizant Government QAR as provided by the terms and conditions of the contract.

#### **D. Socio-Economic Considerations (Volume I / Section 4)**

Provide a description of the efforts your company will make to ensure that small, small disadvantaged, veteran-owned and women-owned small business concerns will have an equitable opportunity to compete for subcontracts in this acquisition.

Describe any future plans your company has for developing additional subcontracting opportunities for small, small disadvantaged, veteran-owned and women-owned small business concerns during the contract period.

Specify what portion of your proposal, as a percentage of dollars, will be subcontracted to small, small disadvantaged, veteran-owned and women-owned small business concerns.

Specify what type of performance data you will accumulate and provide to the Contracting Officer regarding your support of small, small disadvantaged veteran-owned and women-owned small business concerns during the period of contract performance. Provide the name and title of the individual principally responsible for ensuring company support to such firms.

#### **E. DLA Mentoring Business Agreements (MBA) Program (Volume I / Section 5)**

The offeror is invited to participate in a program whereby small, small disadvantaged and women-owned small business concerns are afforded the opportunity (through the offeror's provision of developmental assistance in its capacity as prime contractor) to participate in the DLA procurement process. (The offeror may alternatively propose to mentor a Javits-Wagner-O'Day (JWOD) Act-qualified nonprofit agency). In order to participate, the offeror shall submit a proposal outlining the assistance already rendered or to be provided to the protégé as well as the kinds of value-added activity the offeror might expect to receive, in return, from the mentored entity. The offeror-mentor may propose to provide the benefit of its managerial expertise, technical capabilities, market knowledge, etc.; the protégé will be expected to provide a specialized service or product, or, potentially, admission into its own market. Participation is entirely voluntary.

The proposal submitted by the successful offeror will be incorporated into the resulting contract. The successful offeror will be expected to incorporate the salient points of the evaluated proposal into a written agreement (the MBA) with a protégé selected by the offeror. The successful offeror's performance under the proposal will be monitored by the Contracting Officer and cognizant small business specialists (from DSCP and/or the Defense Contract Management Command (DCMC)) during the contract period. This performance will be one factor used to determine placement of orders against multiple-award contracts and/or exercise of options in the contract's follow-on years (as applicable). It will also be used as an independent evaluation factor, and as an element of past performance evaluation, in subsequent source selection decisions.

The successful offeror-mentor and its protégé(s) shall meet semi-annually with the Contracting Officer and the DISC small business specialist and/or DCMC to review progress/accomplishments under applicable MBA proposals. The successful offeror will also

be required to submit periodic progress reports (no less frequently than annually) to the Contracting Officer regarding proposal fulfillment. Any MBA with a protégé that has been voluntarily submitted to the Government shall be compared by the Contracting Officer with the proposed plan as incorporated in the resulting contract, to ensure that it adequately reflects the mentor's obligations as expressed in the plan.

The extent of prime contractor participation in the DLA MBA Program is an evaluation factor in this solicitation. The purpose of this Program is to provide maximum opportunity to the small business community to participate in DLA awarded contracts at either the prime or subcontract level. This goal is best achieved through the establishment of a cooperative agreement, a partnership or a mentoring relationship between the prime contractor and a small, small disadvantaged or women-owned small business concern who would participate in carrying out the requirements of the prime contract.

The following information must be provided to facilitate evaluation of the extent of your support for this program:

- Criteria used in selecting a firm with whom to enter into an agreement;
- Name and address of firms with whom you have an agreement or are considering an agreement;
- Name and phone number of individuals (in both your firm and the small business concern) involved in the development of existing or potential agreements;
- A description of existing agreements, to include:
  - The roles and responsibilities of, as well as the benefits to be gained by, each party to the agreement;
  - The areas of developmental assistance that will be provided to the small business concern;
  - The scope of the agreement(s), i.e., whether or not it(they) are confined to the requirements of this solicitation;
  - The management control techniques that will be used to ensure that contract requirements are met, e.g., record-keeping and communication techniques and the methods used to control and track performance.

#### **F. Javis-Wagner-O'Day Act (Volume I / Section 6)**

Provide a description of the efforts your company will make to ensure that Javits-Wagner-O'Day Act concerns (JWOD qualified nonprofit agencies for the blind or other severely disabled) will have equal opportunity to compete for subcontracts under any resulting contract. Describe your current and proposed range of services, supplies, and any other support that will be provided to you by JWOD concerns. Include specific names of such subcontractors, to the extent that they are known.

Describe any future plans your company has for developing additional subcontracting possibilities for JWOD entities, or ways in which these entities could be partnered with other businesses and agencies in opportunities to diversify revenue production during the contract period.

Specify what proportion of your proposal, as a percentage of dollars, will be subcontracted to JWOD entities.

You shall be required to submit periodic progress reports (no less frequently than annually) to the Contracting Officer regarding your subcontracting efforts relative to JWOD entities. Specify what type of performance data you will accumulate and provide to the Contracting Officer regarding your support of JWOD entities during the period of contract performance. Provide the name and title of the individual principally responsible for ensuring company support to such entities (generally, this is the individual responsible for subcontracting with small, small disadvantaged and women-owned small businesses).

#### **IV. BUSINESS / PRICE PROPOSAL (VOLUME II)**

##### **A. Price Proposal (Volume II / Section I)**

###### **Base Contract Period:**

The Business Proposal will be comprised of pricing terms associated with the items provided for under Section B of this solicitation. Proposed pricing will be provided for in accordance with the Excel Spreadsheet format provided for at Enclosure 1 (also available at <http://www.dscp.dla.mil/gi/smsrmi/smsrmi.htm>). The Excel Spreadsheets include estimated Annual Forecasted Demand (AFD) item and group quantities, and are provided for purposes of proposing unit pricing at the respective quantity (or EOQ) levels for the first year of the base contract period. Offerors must offer on all items within a group. Pricing of all items for the balance of the base contract period (i.e., years 2 through 5) AND option periods will be subject to negotiated price adjustments that will be set forth in the resultant contract's price escalation provision(s) and Contract Administration Plan.

Offeror's are required to submit unit pricing for quantity levels representing:

Level 1	=100% of the AFD,
Level 2	100% < > 150% of the AFD,
Level 3	=150% of the AFD

It is expected that Level 2 and 3 pricing will provide for volume price breaks or discounts commensurate with each item's estimated AFD quantity.

Offerors are additionally required to identify the commerciality of each item in accordance with the Excel Spreadsheet format provided for at Enclosure 1 by indicating "Y" (Yes) or "N" (No). In determining whether a item meets the criteria of "Commercial," the following FAR Part 2.101 Definition is provided:

"Commercial item" means --

(1) Any item, other than real property, that is of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and--

- (1) Has been sold, leased, or licensed to the general public; or,
- (2) Has been offered for sale, lease, or license to the general public;
- (2) Any item that evolved from an item described in paragraph (1) of this definition through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;
- (3) Any item that would satisfy a criterion expressed in paragraphs (1) or (2) of this definition, but for --
  - (i) Modifications of a type customarily available in the commercial marketplace; or
  - (ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. Minor modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;
- (4) Any combination of items meeting the requirements of paragraphs (1), (2), (3), or (5) of this definition that are of a type customarily combined and sold in combination to the general public;
- (5) Installation services, maintenance services, repair services, training services, and other services if--
  - (i) Such services are procured for support of an item referred to in paragraph (1), (2), (3), or (4) of this definition, regardless of whether such services are provided by the same source or at the same time as the item; and
  - (ii) The source of such services provides similar services contemporaneously to the general public under terms and conditions similar to those offered to the Federal Government;
- (6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed. For purposes of these services-

(i) Catalog price means a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public; and

(ii) Market prices means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.

(7) Any item, combination of items, or service referred to in paragraphs (1) through (6) of this definition, notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local governments.

The Indefinite Delivery Contract and delivery order minimum and maximum requirements for the resultant contract(s) will be provided for under FAR Clauses 52.216-22 Indefinite-Delivery Quantity (OCT 1995), and 52.216-9 Order Limitations (Oct 1995), as contained in Section I herein.

#### **Option Periods:**

##### **52.217-5 EVALUATION OF OPTIONS (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

##### **52.217-9I07 OPTION TO EXTEND THE TERM OF A INDEFINITE-DELIVERY CONTRACT (JUL 1999) DSCP**

This solicitation includes an "Option to Extend The Term Of A Indefinite-Delivery Contract." Bidder/Offeror will indicate acceptance of this provision by either checking the following block, by annotating the option price(s) in paragraph c below, or by indicating elsewhere in the offer that the option is a part of the offer.

[ ] By checking this block, positive acceptance of this provision is hereby acknowledged.

NOTE: FAILURE EITHER TO CHECK THIS BLOCK, OR TO ANNOTATE OPTION PRICES IN PARAGRAPH C BELOW, OR TO INDICATE ELSEWHERE IN THE

OFFER THAT THE OPTION IS PART OF THE OFFER, WILL RENDER SAID BID/OFFER NONRESPONSIVE. HOWEVER, IF THIS IS A NEGOTIATED ACQUISITION THE TERM NONRESPONSIVE WILL BE DEEMED TO MEAN THAT THE OFFER WILL BE REJECTED IF THE GOVERNMENT ELECTS TO MAKE AN AWARD WITHOUT DISCUSSION.

(a) The Government may extend the term of this contract in increments of one year by written notice to the Contractor at least 60 days before the contract expires.

(b) If the Government exercises this option, orders as specified in Clause I128 of this solicitation may be issued through a date equating to exactly one calendar year from the previous expiration date of the contract.

(c) Offerors may quote varying prices for the option periods specified below.

Unless a different option price is indicated by the bidder/offeror below, the option price for the initial term of the contract for the item(s) or sub-item(s) involved shall apply.

ITEM NO	<u>OPTION PERIOD</u> (Option Period 1) (Option Period 2) (Option Period 3)	OPTION PRICE
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(d) The total duration of this contract, including the exercise of this option(s) under this clause, shall not exceed eleven (11) years.

(e) If the Government exercises this option(s), the extended contract shall be considered to include this option provision.

## **B. Offeror Qualifications (Volume II / Section II)**

Proposals providing for qualification of offers, which take exception to the terms, conditions and provisions as set forth within this solicitation, will be considered as exceptions, and must be provided for within this volume and section. An offeror's qualifications will be evaluated on a case-by-case basis, and may only be made a part of a resultant contract through amendment of solicitation, negotiations, and/or formal notice to the offeror(s) by the contracting officer. Alternate proposals submitted as an offeror's qualification or as a separate and distinct proposal are not authorized. Objections to any terms and conditions of the RFP may make the offer unacceptable. Additionally, an offeror may correct a qualification (or proposal deficiency) only through discussions/negotiations.



## SECTION B – SUPPLIES / SERVICES FOR SMS-RMI

[illegible]

**ENCLOSURE 2**

## SECTION B – SMS-RMI PERFORMANCE-BASED SCORECARD (PBSCARD)

The scorecard is available as an Excel spreadsheet at the SMS/RMI website:  
<http://www.dscp.dla.mil/gi/smsrmi/smsrmi.htm>.

METRIC	BASELINE	GOAL	MEASUREMENT	MONITOR(S)	INCENTIVE(S), If Applicable
(Desired Outcome)	(Required Level of Service)	(Performance Standard)	(Monitoring Method)	(Key individual for monitoring the metric)	(Meeting or Exceeding Performance)
Reduce DLA Administrative Leadtimes	105 days	5 days	Identify Requirement to Order	DLA	N/A
Reduce Production Leadtimes (PLT)	Proposed PLT per Individual Item.	Reduction in Baseline PLT per Individual Item.	<p>Cumulative Annual Basis of Total Reduction in PLT as a Percentage of Total Proposed PLT (GOAL) among all Delivery Orders/NSNs.</p> <p>(Calculation Methodology will be provided for in Contract Administration Plan)</p>	DSCP and Contractor	<p>Incentive Payment based on Annual "Percentage-On-Time" point scale, which will be evaluated in accordance with Annual (Incentive) CPT Performance Table(*) as contained herein and the resultant Contract Administration Plan.</p> <p>(*) PLT Performance Table sets forth incentive/disincentives based on each point being equivalent to 1 percentage point of the Contract's Annual Dollar Value.</p>

**SMS-RMI  
Performance-Based Scorscard  
CPT Point Scale**

**Contract AFD Dollar Value less than \$150,000.00**

<b>Customer Processing Time (CPT)</b>			
<b>Routine Delivery Order</b>		<b>Expedited Delivery Orders</b>	
<b>% On Time</b>	<b>Points</b>	<b>% On Time</b>	<b>Points</b>
98.0%	15	100.0%	10
97.0%	13	99.0%	9
96.0%	11	98.0%	8
95.0%	9	97.0%	7
94.0%	7	96.0%	6
93.0%	5	95.0%	5
92.0%	3	94.0%	4
91.0%	1	93.0%	3
90.0%	0	92.0%	2
89.0%	-2	91.0%	1
88.0%	-4	90.0%	0
87.0%	-6	89.0%	-2
86.0%	-8	88.0%	-4
85.0% or Below	-10	87.0%	-6
		86.0%	-8
		85.0%	-10

**Contract AFD Dollar Value greater than \$150,000.00**

<b>Customer Processing Time (CPT)</b>			
<b>Routine Delivery Order</b>		<b>Expedited Delivery Orders</b>	
<b>% On Time</b>	<b>Points</b>	<b>% On Time</b>	<b>Points</b>
98.0%	8	98.0%	7
96.0%	6	96.0%	5
94.0%	4	94.0%	3
92.0%	2	92.0%	1
90.0%	0	90.0%	0
89.0%	-2	89.0%	-1
88.0%	-4	88.0%	-2
87.0%	-6	87.0%	-3
86.0%	-8	86.0%	-4
85% or Below	-10	85% or Below	-5

<b>ENCLOSURE 3</b>
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**INSPECTION & ACCEPTANCE CODES**

**DSCP**

**DSCR**

**DSCC**

REFER to <http://www.dscp.dla.mil/gi/smsrmi/techdata.htm>

## ENCLOSURE 4

THE FOLLOWING ITEMS ARE DELETED FROM SECTION B. PENDING FUTHER REVIEW, THESE ITEMS MAY BE ADDED TO SECTION B VIA THE “ADD/DELETE” CLAUSE.

DELETED ITEMS (NSNs)		DELETED ITEMS (NSNs)	
4020000552525		4020012058857	
4020000733276		4020012070968	
4020001069410		4020012149294	
4020001426115		4020012188409	
4020001849800		4020012435487	
4020002315878		4020014468097	
4020002361801		4110003069527	
4020002418892		5305002453582	
4020002424072		5305004447586	
4020002705469		5305004970291	
4020002915902		5305004970292	
4020005406676		5305010066822	
4020005422523		5305010424410	
4020005423236		5305010554589	
4020006895684		5305010673389	
4020007842474		5305010767208	
4020008033675		5305010773077	
4020008747921		5305011356481	
4020009264529		5305011886838	
4020009993894		5305011925733	
4020010255173		5305012170677	
4020010283837		5305012439340	
4020010283840		5305013212154	
4020010283843		5305013544228	
4020010410788		5340000719846	
4020010517025		5340005926621	
4020010709571		5340007404620	
4020011185826		5340010381932	
4020011876317		5340010509619	